LAW REPORTING—THE WEEKLY REPORTER.

The committee, formed in November, 1863, to consider the present system of Reporting, &c., having issued a circular inviting subscriptions to a New Monthly Series of Standard Reports, the Proprietor of the WEEKLY REPORTER, *fearing reticence at the present moment from him might be construed into the probability of the discontinuance of that work, begs to inform his subscribers that* it will be published as heretofore. *The Proprietor, in giving this notice, in no way wishes to interfere with the proposed new set of Reports, or with any other existing series. The* WEEKLY REPORTER, *he ventures to submit, has now, in its Thirteenth Volume, so firm a hold on its subscribers, and its utility, accuracy, and the expedition with which the decided cases are reported, are so well known and appreciated, that its non-publication would be a serious inconvenience to the present subscribers and the Profession generally.*

The Solicitors' Journal.

LONDON, APRIL 1, 1865.

IF THE WRITERS in those newspapers which are usually considered exponents of public opinion would content themselves with drawing logical conclusions from well-known facts, they need not go out of their way to attribute to remote and improbable causes occurrences which may be explained by the ordinary laws of human nature. The writer of the following notice, which appeared in the *Times* of the 18th ult.,

> The scandal of the existing bankruptcy laws is further exemplified in the report of the meeting of the creditors of Messrs. Attwoods, Spooner, & Co., at Birmingham, yesterday. Although the claimants on the estate comprise every class of persons—capitalists, merchants, shopkeepers, and artizans—the grand object of all seemed to be to devise the surest means of keeping it from falling into the Bankruptcy Court. Happily the partners are desirous of doing everything in their power to facilitate the winding up; but if they were corrupt or defiant, it is evident they could exercise considerable power over the sufferers by threatening them with that alternative,

seems to be of this class.

It has not been the invariable custom of this "king of gods and men" to abuse the bankruptcy laws, nor to hold up to ridicule the learned author of the Bankruptcy Act, 1861, which, notwithstanding its many defects, cannot be fairly said to have *increased* the desire to keep estates out of the Court of Bankruptcy. The expense of passing through that court must necessarily be great, and the time consumed long, particularly in a case of this magnitude, involving, almost of course, considerable litigation; but these inconveniences are inseparably incidental to any system where public supervision is called in to control difficult and complicated administrative operations. It was *because* the claimants on the estate comprise every class of persons that this desire was so plainly shown; it was *because* there is a large class of small depositors whose little means (often under £100) would be so terribly reduced by the inevitable expenses of litigation in the Court of Bankruptcy, that this course was proper; it was because, from the nature of the business, it was of more value "as a going concern" than the assets could, by any possibility, realise, that the proposed plan was expedient. Had the creditors consisted only of manufacturers and merchants, with debts of £10,000 and upwards, they would not have had time to attend to a private winding up; had the property of the bank been capable of immediate beneficial realization, we should have heard less of a universal desire to keep out of the court.

We would not be understood as advocating a resort to the court, as against a liquidation by private arrangement, but we feel it only right to protest against the idea that this case affords any argument for or against that course. Were we not convinced of the many imperfections contained in the bankruptcy laws, we should think such writing a weak attempt to patch up a bad case; as it is, it is one of those fallacies which, Archbishop Whately tells us, often damage even a good one.

THE IMPORTANT SUBJECT of the costs in the Divorce Court has been called especially to our attention by the judgment of Sir J. P. Wilde in the suit of *Clark* v. *Clark*, a report of which appeared in our columns last week.* It has always been considered a gross hardship in the practice of the Divorce Court, that the husband should, in every case, be liable for his wife's costs of suit. It is easy to see what an engine of extortion and oppression such a state of the law may be turned into in the case of an innocent man. A misguided woman may, by a wholesale use of pleadings, which if not privileged would be malignant libels, cause an immense expense to be incurred in producing witnesses to rebut charges never intended to be proved, and the husband may be compelled, not only to bear that expense, but actually to pay to the wife's solicitor the costs of this unwarrantable record. What reason can be assigned for this objectionable state of practice? It has arisen, we believe, from a somewhat ill-considered clause in the original Act (section 22), which provided that the rules of the ecclesiastical court should be generally followed by the new court, one of which rules has always been that the husband pays all costs.

It was not then supposed that there would be any great number of suits in the court, still less that the introduction of forms and ideas, based on the principles of pleading which prevail at common law, would, as has happened, open the door to a class of oppression which can only be met by the penalty of costs.

The theory doubtless is, that so long as the woman remains a wife, her husband is liable for her debts; but this is monstrous when applied to a case in which she is herself the creditor (for that is what it comes to), more especially when this results in placing the husband at the mercy of the evil advisers of his wife, who may, by simply setting up false and groundless charges, in support of which no evidence is attempted to be adduced, involve the husband in an expense which amounts perhaps to ruin.

Beyond the mere theory, we think with the learned judge, that there can be no necessity to continue the present practice. In every case where a wife petitions for a divorce or judicial separation, she ought to do so by a next friend, who should be responsible for such costs as the judge might award against her, leaving it still competent to the Court to charge the husband, which would, of course, be done whenever the suit was well-founded. Again, in the case where the wife is respondent, it would not be amiss in every case in which any plea in confession and avoidance is put upon the file, that the wife should be required to find security for costs. True it is that where the husband is in fault, he is only rightly punished by being made to pay the costs of the proceedings he has brought on himself; and where the wife is to blame, the costs of suit are the price the husband pays for getting rid of a burden too heavy for him to bear; but this we do not propose to interfere with. The great point we contend for is, that power should be given to the judge to save an innocent husband from being made the victim of false charges or fictitious defences. In the case before us, the wife had, as the judge said, been living in flagrant adultery, and by means of an utterly groundless line of defence, forced the petitioner to pay into court £75 to defray her expenses, and when the case came to trial, she had not a single witness to produce on her own behalf.

* 9 Sol. Jour. 430.

THE READERS of this Journal will be quite prepared for the intelligence conveyed in the following paragraph, which we take from a lay contemporary :—

Mrs. Yelverton is likely to have law to her heart's content. She will be in the House of Lords this session in two cases—in one she will appeal against the decision of the Lords of Session, by which she is precluded from putting Major Yelverton upon his oath; in the other she will be respondent against the *Saturday Review*, which will fight to the last gasp against the attempt to find a jurisdiction in Edinburgh against a newspaper published in London, by reason of a small sum due to it for advertisements by an Edinburgh publisher. Mrs. Yelverton (for one may properly continue to call her by that name, at all events so long as her claim remains *sub judice*), has always had one of the Lords of Session in her favour; and in the "putting to oath decision" Lord Deas gave his voice on her side. However, it is thought here that she does not possess the shadow of a chance in the High Court of Appeal. Her proceedings against the *Saturday*, too, have deprived her of much public sympathy.

It is, indeed, unfortunate that Miss Longworth (we will not give her a name to which the law has denied her title) should have such professional facilities as she appears to enjoy in Scotland. To be sure, while she is thus enabled to indulge her litigious temper, her proceedings afford new developments of the Scotch law, which is so far a benefit to the people of Scotland, and to the Scotch Courts, for even Lord Deas, we suppose, will be able to learn something from them. We all along predicted the judgment recently delivered by the Court of Session on Miss Longworth's proposed reference to Major Yelverton's oath; but we have not thought it necessary to trouble our readers with the arguments used by the majority of the Court, because the whole case simply resolves into this one sentence, which it is time enough for us now to state, viz., that such a reference to oath, relating as it does to a question of *status* in which a third person, not a party to the cause is concerned, is incompetent—in other words, it would be an improper exercise of the discretion of the Court to allow a reference of the kind. And such we have no doubt will be the opinion of the House of Lords.

As to Miss Longworth's action against the *Saturday Review*, we have from the first* condemned it, and, notwithstanding the judgment of Lord Jerviswoode, we are still of opinion that the Scotch process of arrestment, whatever may be thought of its theoretical sufficiency, has in this case been grossly misapplied and abused. Indeed, even as limited in its application by the House of Lords in the case to which we formerly referred, the consequences of this Scotch process might become a very serious matter for the *Saturday Review*. The sum actually arrested, we were told, was only £34, and it is surely a monstrous thing that the attachment of such a sum should give the Court of Session jurisdiction to entertain an action against parties in England in which damages to the amount of £3,000 are claimed—but if, as a consequence of Lord Jerviswoode's judgment, an Edinburgh jury should give substantial damages to Miss Longworth, she might eke out the sum and costs from future Scotch assets of the defendants, and to prevent this, the only course open to the proprietors of the *Saturday Review*, as we conceive, would be to withdraw their agencies for the sale of their Journal in Scotland. On the other hand, we presume that any attempt by Miss Longworth to apply the Scotch judgment in London, by an action as on a foreign judgment, would be futile, if, indeed, it would not turn out to be worse than inconvenient for that pugnacious lady and her perfervid Scotch lawyers, who from the first, and throughout, have advised her so indiscreetly—we had almost said with such unlawyerlike recklessness. What reward these gentlemen find in their consciences, or elsewhere, we cannot surmise, but we have heard it suggested, as one of the reasons why the lady brought her action in Scotland against the *Saturday Review*, that she could not hope to meet with that class of "sympathy" in England which she would find available in Scotland. We have no knowledge on the subject, but we had formed a different opinion of the Scotch Bar, whose boast we have understood it to be that their material interests are protected by a professional etiquette of a much more peremptory character than that which prevails in this country.

* 9 Sol. Jour. 159.

PARTURIUNT MONTES, &c.—The last "mouse" turns out to be the Government prosecution of the "Belfast rioters." After obtaining a few convictions for the assault upon the Brown-street school (with which the whole matter, so far as it was a riot, may be said to have begun), the Crown has been compelled to abandon the prosecution of all the prisoners yet untried, and even to let the persons accused of murder—in whose cases the juries successively disagreed—go at large on moderate bail, with a scarce-concealed determination never to arraign them again.

Will the mountain now so noisily engaged in the parturition of "the Westbury scandal" give birth to any less ridiculous offspring? Time will tell.

THE PALL-MALL GAZETTE states, but we doubt the accurracy of its information, that "the following little scene is authentic, and might, if necessary, be described with all due particulars of name and place." A prisoner at one of our criminal courts was convicted of an outrageous crime. The judge began to sentence him with the usual sermon, in manner and form following:—Judge: "Prisoner at the bar, you stand convicted of a most abominable crime, one equally brutal and cowardly; you—." Prisoner: "'Ow much?" Judge: "Eight." Whereupon without more ado the prisoner was removed, and the officer of the court recorded sentence of eight years' penal servitude.

ON TUESDAY LAST John Peter De Gex, Esq., of Lincoln's-inn, Joshua Williams, Esq., of Lincoln's-inn, Edward Francis Smith, Esq., of the Middle Temple, and George Jessel, Esq., of Lincoln's-inn, were sworn in of her Majesty's Counsel.

THE CASE OF THE BISHOP OF NATAL.

The recent judgment of the Judicial Committee of the Privy Council in this case has given rise to much discussion and much misconception, and we think it due to our readers to place before them our views as to its real effect. The facts of the case are so familiar to the public that we need not recapitulate them here.

The position of the Anglican Church in the colonies has long been felt to be of a very indeterminate character, and, of late, it has been urged upon the attention of the Government that the precise character of the jurisdiction of the colonial bishops, and the duties of their clergy, should be defined. The decision of the Judicial Committee in the case of *Long* v. *The Bishop of Cape Town** did something towards ascertaining the obligations of an Anglican clergyman at the Cape of Good Hope. The present judgment throws additional light upon the constitution of the Church in the colonies in connection with the jurisdiction of the colonial bishops. We propose to explain the effect of these two decisions.

At the outset it is important to distinguish between the spiritual authority which properly belongs to the office of a bishop, and that coercive jurisdiction which, up to the present time, has been expressly attached to that office.

Hitherto the colonial bishops (with the exception of the Indian bishops, who were appointed by letters patent under the authority of the imperial Legislature, and the Bishop of Jamaica, whose appointment by letters patent was confirmed by an Act of the colonial Legislature)

* 11 W. R. 900.

have been appointed under letters patent, issued by the Crown in the exercise of its prerogative as Sovereign of this realm, and head of the Established Church. They have been consecrated under royal mandate by the Archbishop of Canterbury in the manner prescribed by the law of England. Dioceses have been assigned to them, and certain coercive jurisdiction, and visitatorial powers have been expressly conferred upon them by the terms of the letters patent.

It follows that the whole *legal* existence of such bishops has originated from the Crown, and that all the legal powers which have been conferred upon them have been simply emanations from that super-eminent power, which, of right, belongs to the Sovereign, in matters ecclesiastical. Their spiritual authority, of course, is conferred by the solemn rite of consecration; but everything in the nature of coercive jurisdiction arises out of the grant made to them by the Sovereign as the head of the Church, and the fountain of justice.

The question, therefore, whether a bishop so appointed has any legal jurisdiction in a colonial settlement, depends upon the previous question, whether the Crown itself has the power to confer such jurisdiction.

Upon this point there is an obvious difference between the cases of colonial settlements which possess legislative institutions of their own, and those where there are no such institutions, and the Government is entirely vested in the servants of the Crown. If at the time when independent legislative powers have been conferred upon any colony, the exercise of the prerogative of the Crown in this respect has not been reserved, the subsequent exercise of such prerogative by the creation of a court of justice, or by conferring coercive jurisdiction upon any person, would plainly be at variance with the previous grant of legislative independence.

Our readers will recollect that not long ago a question of this nature seemed likely to arise out of the proceedings in Canada, connected with the escape of the fugitive slave Anderson. An application was made to the Queen's judges sitting at Westminster Hall for a *habeas corpus* to be addressed to the gaoler in whose custody Anderson was; and that Court granted the application. The issue of the writ called forth much indignation in Canada, and it was feared that grave constitutional questions would arise out of this proceeding. They were, however, avoided by the conduct of the Canadian judges. Anderson was released before the writ of the English Court reached its destination, so that a return to it became unnecessary. So strong, however, was the feeling that the Court of Queen's Bench had acted, if not wrongly, at least unadvisably, that a declaratory Act of Parliament* was introduced and passed to prevent the possibility of the recurrence of such a proceeding.

There seems to be no distinction in principle between the interference on the part of the Queen's judges sitting at Westminster with persons in a colonial settlement which has Legislative institutions of its own, and a similar interference on the part of an ecclesiastical judge acting under royal authority, in the colony itself. We are not, therefore, surprised to find the Judicial Committee laying down as clear the principle—

"That after the establishment of an independent legislature in the settlements of the Cape of Good Hope and Natal, there was no power in the Crown by virtue of its prerogative to establish a metropolitan see or province, or to create ecclesiastical corporation whose status, rights, and authority the colony could be required to recognise.

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"We therefore arrive at the conclusion, that although in a Crown colony, properly so called, or in cases where the letters patent are made in pursuance of the authority of an Act of Parliament, a bishopric may be constituted, and ecclesiastical jurisdiction conferred, by the sole authority of the Crown, yet that the letters patent of the Crown will not have any such effect or operation in a colony or settlement which is possessed of an independent legislature."

In the present case the colonies of the Cape of Good Hope and Natal were in the possession of legislative institutions prior to the issue of the letters patent, under which the metropolitan see of Cape Town and the bishopric of Natal were created, and inasmuch as these letters patent were issued without the sanction of the local Legislatures, and have never been confirmed by them, they have been held to be inoperative in so far as they purported to confer any coercive jurisdiction which any person in the colonies in question was bound to recognise. The Judicial Committee have accordingly decided that the proceedings against Dr. Colenso, taken before Dr. Gray, and the sentence of deposition pronounced by the latter against the former, are null and void in law.

There, so far as it merely affects the parties, we would willingly leave the case, but it necessarily raises the following important question:—What is the position of the Anglican Church in a colony which possesses legislative institutions, and where that church is not established? Is it a purely voluntary body as regards all its members? and, if so, have those members, like other dissenting bodies, arbitrary power to exclude from their communion whom they please, or are its doctrines and discipline to be regulated by the ecclesiastical law of England?

It would appear, from the recent judgment, that if the bishops in such a colony are appointed under letters patent granted by the Crown, without the sanction of the local legislatures, the status, rights, and legal authority of such bishops, as between each other and the Crown, must be governed by the ecclesiastical law of England: but that they cannot exercise jurisdiction over any person in the colony.

"It is a settled constitutional principle or rule of law that, although the Crown may, by its prerogative, establish courts to proceed according to the common law, yet that it cannot create any new court to administer any other law; and it is laid down by Lord Coke, in the 4th Institute, that the erection of a new court, with a new jurisdiction, cannot be without an Act of Parliament.

"It cannot be said that any ecclesiastical tribunal or jurisdiction is required in any colony or settlement where there is no established Church; and in the case of a settled colony, the ecclesiastical law of England cannot, for the same reason, be treated as part of the law which the settlers carried with them from the mother country."

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"There is, therefore, no power in the Crown to create any new or additional ecclesiastical tribunal or jurisdiction, and the clauses which purport to do so, contained in the letters patent to the appellant and respondent, are simply void in law. No metropolitan or bishop in any colony, having legislative institutions, can, by virtue of the Crown's letters patent alone (unless granted under an Act of Parliament or confirmed by a colonial statute), exercise any coercive jurisdiction, or hold any court or tribunal for that purpose.

"Pastoral or spiritual authority may be incidental to the office of bishop; but all jurisdiction in the church, where it can be lawfully enforced, must proceed from the Crown, and be exercised as the law directs; and suspension or privation of office is matter of coercive legal jurisdiction, and not of mere spiritual authority."

But while the effect of this judgment is that a colonial bishop, so appointed, acquires no coercive jurisdiction over the clergy or the laity in the diocese over which he has a spiritual authority, the Judicial Committee seem to have treated it as equally clear that such bishops have no power to throw off the supremacy of the Crown as Head of the Church of England, or to withdraw themselves from the operation of the ecclesiastical law of England.

It was argued, in the recent case, that the Bishop of Natal had, by taking the oath of canonical obedience to the Bishop of Cape Town as his metropolitan, submitted himself, by way of contract, to the jurisdiction of the latter. The Judicial Committee refused to entertain this argument. They considered that a consensual jurisdiction of this character was not, in fact, constituted by the oath of canonical obedience; but they went further, and said that, even had such been the intention of the parties, such a jurisdiction could not have

* 25 & 26 Vict., c. 20.

been legally given by the Bishop of Natal, or received by the Bishop of Cape Town. It would have been more satisfactory if their Lordships had enlarged a little upon this point, which was one of the principal points urged in the arguments addressed to them on the part of the Bishop of Cape Town, and which derived some colour from the decision in the case of *Long* v. *The Bishop of Cape Town*. But it is not difficult to conclude, from the rest of the judgment, that the ground upon which this incapacity to contract on the part of the bishops has been maintained is, that inasmuch as they hold their offices under letters patent from the Crown, they have no power to deprive the Sovereign, as Head of the Church, of that visitatorial and appellate jurisdiction which of right belongs to the Crown. A bishop so appointed cannot agree with another person to get rid of the Royal Supremacy, or to surrender his own right of appeal to the Sovereign to protect him in his office.

It has been said that the effect of the recent judgment is, on the one hand, that a colonial bishop, so appointed, is himself exempt from all ecclesiastical jurisdiction or legal censure, whatever may be his conduct in his office, and, on the other hand, that the clergy who have submitted themselves to the authority of such a bishop, are free to obey or disobey him at their pleasure. We believe that both these conclusions are unsound. We will deal with them in order.

(*To be continued.*)

THE EVIDENCE OF PRISONERS.

We had occasion last week to offer some observations on the Bill now before Parliament, for enabling prisoners to offer themselves as witnesses on their own behalf, and to express our dissent from the proposal. The existing rule of our criminal law, which goes so far as to exclude from the consideration of the jury even confessions and admissions, if made by prisoners to persons in authority over them, who hold out any temporal inducement to them, though, in principle, worthy of approval, and thoroughly characteristic of modern English jurisprudence, may yet be, and in our judgment has lately been, pushed too far.

The old days of the Stuart judges have happily passed away, and we live in a time when brutalities, to which even Coke and Pemberton lent themselves, would be impossible. Our prisoners are no longer treated, when brought to trial, with the harshness due to assumed guilt, but perhaps with almost too much courtesy and tenderness. Let them ramble as they may in their questions to witnesses, when they are undefended (as most frequently happens), or in their statements in their own defence, no judge ever dreams of checking them; and in the same spirit, it is provided that, every word uttered by them under pressure or compulsion, or any circumstances which can reasonably bear that aspect, is inadmissible as evidence.

A trial which took place at the recent Devon assizes, however, furnishes an illustration of the manner in which this principle of exclusion may be pushed to lengths almost absurd. Two women, named Windsor and Harris, were charged with child murder. The evidence throughout was purely circumstantial, but was materially strengthened by numerous statements made by the accused, when in custody, to policemen and other persons, amongst whom was a Mrs. Edwards. Harris, on her arrival at the gaol, was sent into a room alone with Edwards, in order to be searched. Edwards was the wife of a sergeant of police but was not employed in any capacity at the gaol, except as "searcher" of female prisoners. She received regular wages, however, for the performance of this duty, and thus, in a certain sense, might be regarded as a servant on the staff of the establishment. Soon after entering the room, and whilst the usual search was being made, Harris said "I shall be hung; I shall be sure to be hung," and after a short pause proceeded:—"If I tell the truth, shall I be hung?" Edwards seeing that the prisoner was in great agitation, and being anxious to soothe her, replied, "No, nonsense, you will not be hung. Who told you so?" Harris then made a statement, to the reception of which Mr. Prideaux, who with Mr. C. A. Turner defended her, objected.

Mr. Bere, one of the prosecuting counsel, urged strongly that the evidence was admissible. The searcher, he contended was not a person in authority, and even assuming that she was, the answer was not an inducement to confess, but a mere commonplace hastily used for the purposes of consolation. In reply to this argument, Mr. Turner pointed out that although the words were used to comfort Harris, still, if they did in fact operate as an "inducement" on her mind, the sense in which they were uttered was immaterial. The test, he said, was not what Edwards meant, but what Harris thought she meant.

Mr. Baron Channell, who tried the case, to some extent concurred with this ingenious observation, but held, no doubt correctly, that it was for the judge to determine in each particular instance whether, from the words employed, the prisoner could *reasonably* draw the inference which Harris' counsel alleged she might well have drawn from the words used to her on this occasion. The further examination of Edwards was postponed at the request of the learned baron, in order that he might consult Mr. Justice Crompton on the subject. Next morning he announced that he had decided upon rejecting the remainder of Edwards' evidence.

It seems to us that in coming to this decision Mr. Baron Channell certainly passed, not only the limits laid down in previous cases, but the principle on which those cases rest. On the point of "authority" we have great difficulty in seeing how a "searcher" can be held to be a person in authority over the prisoner who is being searched. For the sake of decorum a female is necessarily employed to examine female prisoners, but they are not in her custody. Doubtless warders are at the door all the time the search is being made.

This point is, however, open to the objection that such a person might be put forward to witness a confession which would not be admissible if made to the warder or policeman; but it may be sufficient to say that no such case was made, and that when such a proceeding shall have taken place it will probably be held that a confession, under such circumstances, is in reality made to the officer who would, in the case supposed, have used the searcher merely as an agent.

But the point of principle seems to us of more importance. In the first place, this was not in any rational sence a confession "induced" by the searcher. It was a voluntary confession made by the prisoner, not for the sake of saving herself from the penalty of the law, but which she expressed herself anxious to make if she could do so without being hung for it. The answer of the searcher, so far from being an inducement to confess, at most assured her that she would not *in any case* be hung. But the reason of the rule demands that the "inducement" should have been to the effect that some benefit would arise to the prisoner *from the confession*, and if it be contended that Harris could have understood the words addressed to her in that sence, we think the true answer to be that such an inference was obviously unreasonable.

We need not say that we feel considerable hesitation in differing from the opinions of two such learned and able judges as Mr. Baron Channell and Mr. Justice Crompton, but we cannot help feeling that the rule in question has been strained in a manner which may strengthen the hands of its opponents.

The case will probably be reported in some series of circuit reports, and is sure hereafter to be cited as a precedent. We acknowledge that we should have been glad to have seen the point decided in favour of the Crown. It is highly desirable that criminals should have fair play, but it is equally desirable that the guilty should be punished, and that no evidence necessary to

ensure their conviction should be rejected, unless for graver reasons than those alleged the other day at Exeter. We have a shrewd suspicion that the fact that the offence was one which admittedly always produces a conspiracy (we use the word in a parliamentary sense) among all concerned, to procure, by hook or crook, an acquittal, had something to do with the decision in this particular case.

REPORT AND EVIDENCE OF THE PATENT LAW COMMISSION.

II.

We said in our former article on this subject,* that the absence of many suggestions for the amendment of the law, which are current among the most competent advocates of patent rights, no less than the changes that are proposed by the report of the commission, tended to confirm our belief in the propriety of abolishing this system altogether.

Dealing first of all with the latter proposition, we find that two amendments only, of real importance, are proposed—the refusal of a patent for an invention communicated from abroad; and the absolute restriction to the original term of fourteen years. It is quite clear that the former of these proposed changes is only a natural result of the increased facilities of communication all over the world. Formerly, it might be that a process, whether patented or not, might be carried on even in a neighbouring kingdom, without our knowing anything about it, until some man, more enterprising or more observant than his fellows, introduced the invention here. At present the rapidity of intercourse between almost all nations is such that the foreign inventor is nearly sure to bring his invention over here and patent it. The only result of continuing to grant a patent to an importer who is not the patentee abroad, or authorised by him, being, that it encourages a class of dishonest speculators, who, being always on the watch, will generally, in the race against time, succeed in beating the foreign patentee. This change then we look upon as a step, though but a short one, on the road to abolition. The same causes which have made the one necessary, will continue to operate towards producing the other.

In the case of prolongations, the tendency to curtail the monopoly is just as strong; but while we agree in the propriety of the amendment, we fail to see that it flows naturally either from the evidence before the commission, or from the reasons by which they support it. Numerically, the whole weight of evidence is against the proposed change, only three out of more than forty witnesses supporting it. The evidence of Mr. Reeve, on which the recommendation appears to rest, is no doubt of great weight. He states the rules by which the Privy Council are guided in their decision to be—merit in the inventor, that is to say, the exhibition of peculiar ability and industry in making the discovery; utility to the public; and the insufficiency of remuneration. With respect to the second head he thinks that the violence of the opposition to each application for prolongation is not an unfair measure of the utility of the patent. Now the odds are nearly as eight to five in favour of the applicant, where no opposition is offered, which shows that substantially, utility is not so essential as, in the interest of the public, it should be: while, with regard to the amount of remuneration to the patentee, it is very difficult in many cases, especially in dealing with a dishonest applicant, to make out what the profits have really been; nor is it more easy to satisfy the mind that the failure of the invention has not been owing to a want of mercantile skill and prudence in the management of the patentee's business. Objecting, as we do, *in toto*, to the granting of patents, we concur in the opinion of the commission, "that it does not seem just that the public should be excluded from the use of an invention because the inventor has reaped from it a smaller profit than he thought himself entitled to expect," but unless we may imply from this that our objection is shared by the commission, these reasons seem to proceed from false premises. If the object of granting a patent is to encourage invention, and that result is in fact obtained, then it would seem that the public does not act unwisely in foregoing for a time the free user of a discovery which it has contracted for, on finding that the other party to the contract has failed to receive a fair price for his invention. With respect to the rarity of prolongations, which is assigned by the report as a probable reason why they are not found to be more objectionable, the data given hardly enable us to arrive at an estimate of their proportion. But it must not be forgotten that only ten per cent., or about 200 in each year, of the patents granted, arrive at the stage at which a prolongation may be applied for. Now, as nearly half the applications are unsuccessful, and there were, in May, 1863, eight cases lodged and pending, it would seem to be within the mark to say that five per cent. of patents are prolonged.

The last objection of the commission is the inconvenience to all parties which must arise from the uncertainty of the result of each application. But surely the parties interested in the trade to which an invention is applicable must know to a great extent what sort of case a patentee will be able to make out, and may regulate their operations according to a well-founded opinion of his probable success or failure; in that case the uncertainty is no more than that which is found in litigation about any other sort of property—an evil no doubt, but one which would not be advanced as a reason for abolishing proprietary rights.

Such are the only two changes proposed by the commission which we can call important, and they are so because they are not changes of detail or of administration, but are directly subversive of principles established, in the one case by the judicial construction long ago put upon the terms of the Statute of Monopolies, in the other by the Act, 5 & 6 Will. 4, c. 83. These changes, however, seem to us to have very little connection with the cure of those evils for which it was the object of the commission to suggest a remedy. These were the multiplicity of trivial and obstructive patents; the excess of the amount raised by fees over the expenses of maintaining the system; and the delays and expense attending the trial of patent cases. To avert the first of these evils the commissioners propose nothing more than that the present system should be efficiently put in pratice. On the ground that an application for a patent must show a "manner of new manufacture," the law officers do now, when the fact that the supposed invention is notoriously old is brought to their notice, refuse their certificate for provisional protection. The law officer has also power "to call to his aid such scientific or other person as he may think fit," on the application for provisional protection. Thus the recommendation of the commissioners limits, if anything, his existing power to enquire into the novelty of an invention, and is less specific in its suggestion as to the means of making that inquiry more effectual than the act now in force. With the evil of obstructive and dormant patents the report does not deal; if it exists, and from the general tenour of the evidence this seems to be the case, there are remedies by requiring a patentee to work his invention or bring it into use, or by compelling him to grant licenses on reasonable terms, which, we should have thought, did not present insuperable difficulties in practice. The former plan is in use in most continental countries—the latter, we believe, in Belgium—from whence we might perhaps learn how to overcome this obstacle, which has paralysed the suggestive faculties of the commission, namely, how to determine what is a reasonable price. From the evidence it appears that there is a great conflict of opinion as to the existence or not of unwillingness on the part of patentees, to grant licenses; probably, as a rule, licenses are granted on reasonable terms. On the other hand it is clear that there are cases in which a patentee, taking a narrow view of what he thinks to be his interest, will refuse to

* 9 Sol. Jour. 426.

allow others to share his invention on any terms. He does this either in the hope of keeping an improved mode of manufacture in his own hands, and then the result generally is that his rivals "get round" his patent by some slight alteration or improvement; or when his patent is only one step in a series, in which others have gone beyond him, he refuses the use of his step, and tries to keep back the march of invention, that he may not be at the trouble and expense of keeping pace with it. No doubt such short-sighted policy must in the end defeat itself; meanwhile, as long as the patent system lasts let us have as much good from it as we can. Why should not a patentee, when, at the end of three and seven years he applies for a renewal of his grant, be bound to show, either that his invention is in actual use, or, at any rate, that it is not the exorbitance of his demands which have deterred others from employing it. If, at that time, persons had been deterred from obtaining his license they might come forward, and there would not be much difficulty in adjusting the terms. In the case of the screw-propeller the claims of a large number of rival inventors were thus adjusted by arbitration. As it is, the principle of compelling a patentee to grant licenses, and the mode of arriving at a fair price, have actually been laid down by the Privy Council.*

On the second question, that of the cost of obtaining patents, the Commissioners probably do wisely in not committing themselves to any proposal of alteration. They probably calculate that a little more strictness in investigating into the character of a patent *ab initio*, would, by excluding many things for which patents are now granted, diminish the annual surplus, while the expenses of the system would be increased, by increasing the efficiency of the Patent Office, and by the plan which they propose for the trial of patent cases.

On this point, however, the change is very slight, no new jurisdiction is to be created, but that which already exists is to be localised—a plan which is certainly open to one objection—there are not now courts enough to accomodate all the judges at Westminster, and the Equity Courts are full. We presume, therefore, that this change must wait for its accomplishment till the completion of our new Palace of Justice, but by that time, perhaps, patents may be things of the past. The allocation of assessors to the judge, is the only novelty proposed: to this plan we also forsee an objection, which, on the score of expense, is serious. So long as scientific persons can obtain, as witnesses, sums exceeding the fee of the leading counsel on either side, we fancy that it will be difficult to obtain assessors from the most eminent professional men, but directly you are obliged to go lower down in the scale of scientific eminence, the old difficulty, though in a less degree, returns—that the Court is at the mercy of its witness.

We have thus pointed out the main features of the scheme of the commissioners; in the absence of a harmonious series of amendments which should provide for the granting of patents for the few real inventions of the day, and the rejection of the heap of applications; for the drawing-up of specifications, disclaimers, &c., in such a manner as that the public should really have the benefit of its part of the contract, if benefit there be; for the simplification of the procedure on trials for infringement; and for some plain mode of getting rid of invalid patents. We find, to meet evils which are at least widely felt, proposals which, with one slight exception, leave the existing system as they find it; on the other hand, we find two important changes suggested, both tending to curtail existing rights. Were we then wrong in claiming this report as another argument in favour of our views? These views we should hardly wish to express in other terms, than those used by the commissioners themselves, "it is our opinion that the inconveniences now generally complained of by the public as incident to the working of the Patent Law, cannot wholly be removed. They are, in our belief, inherent in the nature of a Patent Law, and must be considered as the price which the public consents to pay for its existence." *Quousque tandem?*

* *Re Hardy's Patent*, 6 Moore, P. C. 441.

THE PARTNERSHIP LAW AMENDMENT BILL.

Freedom in the employment of capital is the motive of a large part of modern legislation. Restriction was the old principle. It was not an avowed principle, but its operation was not the less certain. Sometimes it was in the guise of a statutory guardianship of improvident men. During almost the whole of the last century and the first half of the present, no person could lawfully take for any loan above the value of £5 "for the forbearance of £100 for a year," as it was expressed in the 2nd statute of 12 Ann. Every contract reserving a higher rate was thereby made void, and every person receiving by any "bargain, chevisance, shift, or deceitful way," a higher rate, was to forfeit treble the value of the loan. The consequence was that all kinds of shifts and deceitful ways were invented for putting the principal in nominal peril, that capital might yield the market rate, according to the value of money, in evasion of this disturbing charity of the statute book. So jealous of lending and borrowing at interest was the law—which once had altogether forbidden it—that only thirty years ago the door was barely opened to allow to bills or notes not having more than three months to run an escape from the penalties of usury. Next, the opening was widened a little, but temporarily, for twelve months bills, and loans not exceeding £10. Still land, the prime care of the Lords and Commons, remained protected; and it was not released until 1854, when all lenders and borrowers were set at commercial liberty. In the fiscal laws a like history may be traced, where the taxpayer and the revenue have, it is true, been the ostensible parties in the conflict, but the capitalist has exercised the moving influence.

More striking than the economical advance of legislation in respect of the rate of interest, and customs and excise duties, have been the changes in the policy of freedom in the direct application of capital to companies. In 1719, when there was an unbounded rage for speculation, Parliament, instead of regulating associated enterprise, repressed it, making illegal and void, by 6 Geo. 1, dangerous and mischievous undertakings, or projects, as they were there described, of persons who contrived them, under pretences of public good, and presumed, according to their own devices and schemes, to open books for public subscriptions, and drew in many unwary persons towards raising great sums of money in transferable shares. Such promoters were compelled to obtain a special act or a charter. This Act continued in force for above a hundred years, and then, in 1824, was relaxed only in favour of marine assurance, and lending money on bottomry. In the following year, and in 1834, and 1837, additional powers were given to the Crown of granting charters to trading and other companies, but no direct facilities were afforded for the employment of subcribed capital in transferrable shares until the once famous Act of the 7 & 8 Vict. c. 110, for registration, incorporation, and regulation of joint-stock companies. Liberty to capital, subject to compliance with certain rules, had now been restored. Passing through the subsequent stages of a partial limit of liability by the Companies Acts of 1855 and 1856, it has at length, by an Act, the results of which are still but guess work, reached the goal of incorporation with limited liability, generally to any number of persons exceeding seven associated for any lawful purpose. The result may, perhaps—nay, probably eventually will—justify the anticipations of the supporters of these successive Acts; at present, however, we sympathise strongly with the *dictum* of Vice-Chancellor Kindersley, who is reported to have said, that he "did not know how any man in his senses could be a shareholder in an unlimited, or a creditor of a limited company."

Within the numbers even, the recognition of any differ-

ence between the characters of director or shareholder in the knowledge and management of the affairs of the joint concern appears to have been considered difficult, inexpedient, or unnecessary. Accordingly, in such a partnership, the common law of principal and agent still pervades all the transactions of the firm, making everyone liable for all the actual or constructive partnership acts of every other member. As regards joint liability for actual partnership acts, where each is known to be acting on behalf of the others in the business of the concern, the employment by one of capital in it suffers no discouragement through the law; while, on the contrary, the venture is supported by the joint enterprise, control, and expectation of profit. The question is whether the discouragement which the employment of capital in trade does suffer through the law of constructive partnership, where there is community of profit, but no exercise of joint enterprise or control by the capitalist, shall be removed by a change in the law. Is it desirable, or otherwise, that profit shall be allowed to attach to capital lent to a trader without partnership interference on the one hand by the lender, or partnership liability in him on the other? The attempt made for this purpose by the bill of Mr. Milner Gibson, now before the House of Commons, is not the first that has occupied the attention of Parliament. In the session of 1864 Mr. Scholefield brought in a bill to amend the law of partnership. His plan strictly followed the French law of *societés en commandite*, granting a limitation of liability to the *commanditaires*, or sleeping-partners, which was not accorded to the *gerants* or general partners. A limited partner was not to be liable to creditors of the partnership, except to the extent provided for by the bill; which was that, in winding up, in chancery, no past limited partner was to be liable to contribute in respect of any debt or liability contracted after the time at which he ceased to be a partner, or to contribute any sum exceeding the amount (if any) unpaid by him of the loan contracted to be made by him to the general partner; and no sum due to a limited partner for profits was to be deemed a debt of the partnership, as between such limited partner and the creditors of the firm. But the partners and the business, with the amounts and dates of the loans and times for repayment were to be registered by the registrar of joint-stock companies. We discussed and expressed our disapproval of this bill when it was before the House of Commons, and we then showed how dangerous was the tendency, and how insufficient the machinery provided. The bill was lost because amendments were introduced in committee which, by taking the sting out of the bill, rendered it not worth its author's while to press it on a reluctant House. The amendment which principally excited Mr. Scholefield's ire was that of Mr. Baring, which required the money representing the limited partner's interest to have been actually advanced, and not merely contracted to be advanced. The present bill accepts this view, and aims at altering the law so as to provide for that case only. The bill is very short, and will be found at length in our Parliamentary columns.

We have grave doubts whether this bill is likely to be efficacious in the present state of the partnership law. It seems to be adapted to the law as it was understood when the cases previous to *Cox* v. *Hickman*, in the House of Lords, 8 Ho. of Lds. Cas. 268, were decided. In the earliest of these, in the Common Pleas, in 1775, while it was admitted that everyone who lends money to a trader relies on the profits as a fund for payment, the distinction was taken between such reliance, as not affecting the ordinary relation of lender and borrower, and an agreement to share the profits, as grafting on that relation a partnership liability of the lender to third parties: *Grace* v. *Smith*, 2 W. Black. 998. The application of the doctrine to servants who are paid a share of the profits instead of salary was made by *Ex parte Digby*, 1 Dea. 341, and to one who has an annuity out of the profits by *Re Colbeck*, Buck. 48. The principles on which it was held in these and subsequent cases, that community of profits entailed partnership liability were, at one time, that sharing the profits was a device to escape the usury laws, and later, that it diminished the fund for payment of the creditors, or, more generally, that it was within the maxim *Qui sentit commodum sentire debet et onus*. But these theories have now given way.

Lord Cranworth, in the case in the House of Lords, holds that the real ground of the partnership liability of a person participating in the profits is, that the trade has been carried on by persons acting on his behalf. Of this his right to participate in the profit is a test, in general, sufficiently accurate. "It is not strictly correct to say that his right to share in the profits makes him liable to the debts of the trade. The correct mode of stating the proposition is to say . . . that he stood in the relation of principal towards the persons acting ostensibly as the traders, by whom the liabilities have been incurred, and under whose management the profits have been made." In all the cases supporting the doctrine of partnership from participation of profits, Lord Cranworth found that it might fairly be said that the business was carried on for the person held liable. Lord Wensleydale concurred in this, Lord Cranworth's, reasoning. As Lord Cranworth's judgment in *Cox* v. *Hickman* was professedly in accordance with the existing authorities, including the well-known case of *Waugh* v. *Carver*, decided in 1793 (2 H. Black. 235), the effect was not to alter the case law, but to explode the old principle on which the cases had been decided. The previous cases were reduced to instances in which the test of agency had been rightly applied in the affirmative. A circumstance in which *Cox* v. *Hickman* differed from them was, that the profits were only to be shared to the extent of certain amounts defined, and not of the continuing character of interest or an annuity. But it is difficult, beyond this, to say, in applying the test to any case, what circumstances are to give an affirmative, and what a negative, result as to the partnership liability in question.

But in whatever light *Cox* v. *Hickman* may be regarded in relation to prior cases, it is clear that it left no room to hold in any subsequent case that a loan on terms of sharing the profits, or any sharing of the profits, would "of itself," as the language of the bill is, create a constructive partnership. This is precisely what *Cox* v. *Hickman* decided that such a loan or sharing of the profits would not do. Therefore we think that the present frame of Mr. Milner Gibson's bill is ill-advised. What is required, according to the present state of the law, is a bill to define, so far as possible, the circumstances under which a trader, to whom a person lends money on the terms mentioned in the bill, or with whom a person shares the profits, shall not be deemed to carry on the trade on behalf of the person. The proper extent of the law of agency is the matter in question.

There is some fear that provision for registration may be pressed on Mr. Milner Gibson by some powerful supporters of his bill, as a safeguard against the limit intended by him of liability from the sharing of profits. At the annual meeting of the delegates from the Provincial Chambers of Commerce, held on the 21st February, resolutions were proposed, that receiving a share of the profits instead of, or in addition to, a fixed rate of interest for money lent to a private trading concern, should not make the lender a partner; and that giving a clerk or manager a share of the profits in addition to, or in lieu of, a salary, should not constitute him a partner. These resolutions were carried, the first being amended, apparently—for the report is not clear—by a provision that the lender should be liable for the debts of the firm for twelve months after withdrawal of the money lent, and that the loan should be registered. Such qualifications would nullify the bill. No one would lend money to a trader if he might not draw it out at the first suspicion of danger. As to registration, its effect on such a bill was sufficiently experienced in the last session. It is equally inconsistent with the privacy due to individual traders, and delusive as a protection in the ordinary course of commercial business.

THE PRESS *v.* THE COURT.

We copy the following just and able article from the *Dublin Evening Mail*:—

"We regret to find it necessary again to interpose between the prerogative of Printinghouse-square and the course of justice as involved in a *lis pendens*. Again, on Saturday last, judgment was pronounced by the *Times* in the matter of the very grave charges against Lord Brougham and the Lord Chancellor now in course of trial before a properly-constituted tribunal of their peers. As is perfectly natural, and in accordance with precedent, the last decree of the *Times* is at variance with, indeed almost diametrically opposite to, that which it delivered with an equal air of authority a week or two since. It then honourably acquitted Lord Westbury and the house of Bethell generally, before the court was opened for their trial, declaring the Lord Chancellor to be altogether blameless. Now, before the trial is over, and the evidence being still secret, it charges that high functionary with conspiring to defraud the public. The words are:—"The Lord Chancellor, with *culpable facility*, permitted the Committee of the House of Lords, who had no official knowledge of his (Edmunds') misconduct, to grant a pension which he in no degree deserved, and his right to which he had distinctly forfeited." The impropriety of this prejudgment of one of the accused men is but aggravated by a statement equally premature and unsustained by facts within the public view, that the principal witness in the case "is not a person on whose unsupported word we (the *Times*) would receive a charge against any human creature." Nor does the *Times* show a more fair spirit in its dealing with the other accused parties in this case. According to the story of the *Times*, £200 a-year, the interest upon a mortgage on the estate of Lord Brougham, was paid to the sisters of Mr. Edmunds, the mortgagees, out of the salary of an office to which Mr. Edmunds was appointed by Lord Brougham. The salary amounted to £400, and besides the £200 thus disposed of, £100 was paid to Mr. William Brougham every year from 1833 to 1864. "Mr. William Brougham (says the *Times*) also owed Edmunds £1,200 formerly lent to him." It would seem that these transactions were, in some way not clearly explained, brought under the notice of Lord Cranworth, when a circumstance is stated by the *Times* to have occurred which we must consider to be utterly incredible. "In 1864 (says the *Times*), after Mr. Edmunds had continued to pay this money for thirty years—relying, we presume, on the fact that no payment of interest could be traced except to Mr. Edmunds himself, and that therefore the mortgage had become extinguished by lapse of time—all knowledge of the mortgage was denied." There is an insinuation in this passage so disgraceful that we refuse to believe it as it affects the mortgagor, until evidence in proof of it shall be produced. "Comments on these facts" (says the *Times*) "are superfluous." So we think, but the facts which require only the comment of indignant reprobation are these repeated interpositions in pending judicial proceedings by the *Times* itself.

EQUITY.

PURCHASE BY A MORTGAGEE OF THE MORTGAGED PROPERTY FROM A PRIOR MORTGAGEE.

Kirkwood v. *Thompson*, V. C. W., 13 W. R. 495.

In two recent cases the question has arisen whether a second mortgagee can purchase the mortgaged property from a first mortgagee, under his power of sale, so as to be entitled to hold it absolutely as his own, discharged from any right of redemption by the mortgagor. Although in the case of *Parkinson* v. *Hanbury*, 8 W. R. 575, 1 Dr. & S. 143, Vice-Chancellor Kindersley expressed a strong opinion in favour of the validity of such a purchase, yet, under the circumstances of that case, it was not necessary actually to decide the question, and there appears never to have been any express decision upon it until it arose before the Master of the Rolls and the Lords Justices in the first of the two cases above mentioned (*Shaw* v. *Bunny*, 13 W. R. 374), which was soon afterwards followed by the principal case.

It has long since been held that a subsequent incumbrancer, buying in an antecedent mortgage, will be protected in the fullest manner possible: *Darcy* v. *Hall*, 1 Vern. 49; *Davis* v. *Barrett*, 14 Beav. 542, but that is obviously a different question from that now under our consideration.

In *Shaw* v. *Bunny* (which was a suit instituted by the mortgagor for the redemption of the mortgaged property purchased by the defendant, a second mortgagee, by *private contract* form the first mortgagees) Lord Justice Knight Bruce, agreeing with the Master of the Rolls, was of opinion that in the absence of special circumstances to prejudice the defendant's right, and there being no proof to show that he had availed himself of his position as mortgagee to gain any advantage, his title as against the mortgagor was as absolute as that of a stranger would have been. Lord Justice Turner, on the other hand, expressed a strong inclination to favour the opposite view, and to draw a distinction between the purchase of a prior mortgage debt and the purchase of the mortgaged property from a prior mortgagee by a subsequent incumbrancer. In the latter case he said:—"The claim involves an entire change of character in the person who has made the purchase. His claim is to be wholly discharged from the character of mortgagee, from the contract into which he must have entered to reconvey to the mortgagor, on payment of the money secured by the mortgage, and from the trust for such reconveyance which would attach upon him upon such payment being made." And he expressed strong doubts of the right of a mortgagee to denude himself of that character, and of the obligations which he had undertaken.

In deciding the principal case, Vice-Chancellor Wood expressed his concurrence in the decision in *Shaw* v. *Bunny*, by which, as he said, he was at all events bound, but the fact that Lord Justice Turner had not concurred in that case had caused him to examine the authorities, the result of which was that he thought it clearly established that a second mortgagee was allowed to protect himself in the fullest manner possible, and he therefore thought, independently of *Shaw* v. *Bunny*, that such a purchase by him would be good.

The doubts so expressed by Lord Justice Turner in *Shaw* v. *Bunny*, appear to involve two principal questions—(1st) whether a mortgagee is so far irrevocably bound by his contract to reconvey to his mortgagor that he cannot divest himself of that obligation, which he must necessarily do if he can validly purchase the equity of redemption; (2nd) whether, supposing him not to be so bound by the contract itself, he is to be considered so far a trustee for sale for the mortgagor as to be precluded from purchasing the mortgaged property, as against him, from a prior mortgagee.

The answer to the first question seems tolerably clear; the obligation to reconvey the property relates only to the contract of mortgage then entered into, and does not apply to any rights which the mortgagee may subsequently acquire as against the property, in the exercise of which rights he is entitled to the fullest protection; for instance, if the mortgagee pay off a prior incumbrance, the obligation attaches only on payment of the whole principal, interest, and costs, due in respect of both incumbrances, and that, even though the prior mortgage may have been brought in at an undervalue. Again, this obligation can be completely got rid of by foreclosure, whether there has or not been any default in payment of interest, provided only the estate be absolute at law; and it is clearly of the very essence of the mortgage contract that the mortgagee should, so far as is necessary for his protection, be treated as absolute owner of the property. Why then should it be considered to prevent a subsequent mortgagee from purchasing the mortgaged property from a prior mortgagee, and thus preventing the destruction of his own incumbrance in a case where the mortgagor does not choose to redeem, but allows the property to be sold by the first mortgagee under his power? We assume, of course, that the sale has been *bona fide*, and without any special circumstances which might raise any personal equities, for, of course,

if there were any such circumstances (*ex. gr.*, if the sale had been made at a gross undervalue, behind the back of the mortgagor, or if the mortgagee purchasing had been instrumental in bringing about the circumstances which forced the sale, or had in any way taken advantge of his position to the prejudice of the mortgagor), the sale would not be allowed to stand.

The second question, whether a mortgagee comes within the rule which precludes a trustee for sale from buying the trust property himself, could not have been more satisfactorily raised in any case than it was in *Kirkwood* v. *Thompson*, for there not only were the defendants in actual possession of the property at the time of the purchase, but their security was, in form, a trust for sale, and not an ordinary mortgage. The authorities cited in that case appear to us fully to support the conclusion at which the Vice-Chancellor arrived. First, it has been decided that a mortgagee is not a trustee in the ordinary sense, and is not subject to the same rules by which the Court restrains persons filling a fiduciary character from having any dealings with the trust property for their own benefit (*Dobson* v. *Land*, 8 Hare, 216—220), so that he may purchase from his mortgagor (*Knight* v. *Majoribanks*, 2 M. & G. 10; *Webb* v. *Rorke*, 2 Sch. & Sef. 661): indeed, it seems doubtful whether a mortgagee can be considered as a trustee at all, until his whole debt has been satisfied (*Darcy* v. *Hall*, 1 Ver. 49). Secondly, even if a mortgagee be to a certain extent a trustee, he can nevertheless exercise his rights as mortgagee: see *Attorney-General* v. *Hardy*, 1 Sim. N. S. 338—353, where it was held that a trustee, who was also mortgagee, was not precluded from exercising all the rights of a mortgagee, even in opposition to his trust.

In the principal case a further question was raised as to the sufficiency of the price given for the property, but there being a difference in the evidence as to its value, Vice-Chancellor Wood refused to go into that, saying that in such a case it was improper to do so unless there had been an undervalue so gross as to amount to fraud: from which it appears that the principle of the rule laid down in *Davis* v. *Barrett*, with regard to the purchase of a prior mortgage by a subsequent mortgagee, will apply to this case also, and that in the absence of fraud a subsequent mortgagee will be entitled to buy the mortgaged property from a prior mortgagee at the lowest price he can, and that a court of equity will sustain the transaction as a valid purchase of the property and extinguishment of the equity of redemption.

COMMON LAW.

Infringement of Patent—Account.

Ellwood v. *Christy*, C. P. 13 W. R. 498.

By the Patent Law Amendment Act, 1852, s. 42, the judge before whom an action, for the infringement of a patent, is tried is intrusted with the most ample powers and discretion, with respect to "injunctions, inspection, and account, and the proceedings therein respectively." It must not, however, be supposed that this provision is applicable to every sort of action which may be brought upon a patent question. It must, on the contrary, be considered with due regard to the nature of the particular action. When, therefore, the declaration merely goes on the footing of account of profits, and does not lay any claim to damages for special loss sustained by the patentee, it would, it is considered, be a surprise on the defendant to expose him to such a claim, which he might reasonably have expected would not be made, and which possibly he might have been able to disprove to a greater or less extent. In the case, however, of *Walton* v. *Lavater*, 8 C. B. N. S., 9 W. R. Dig. 61, a rule having been made that the master "should take an account of all profits made by the defendant by means of the infringement of the letters patent in the declaration mentioned," this rule was on motion amended by substituting for the passage quoted the words "all profits of which the plaintiff has been deprived by means of the infringement by the defendant of the letters patent." That was the first case that arose under the statute on which any judgment was given. No argument from analogy, therefore, could be used either way. The decision appears to us to be at variance with the general principle above alluded to. It is, however, observed by Mr. Norman in his Treatise on Patents that "now that a court of Common Law has the power of ordering an account, it would seem a proper mode of taking the account, to ascertain the profits which might have been made by the patentee on the articles made, used, or sold by the infringer, had they been made, used, or sold by the patentee; or the profits, or saving made by the infringer by his use of the patent right may be claimed." If this means no more than that the losses actually incurred by the patentee can be recovered in an action properly addressed to that specific purpose, no one can question the sound uses of the proposition, but it is a very different thing to say that the master should assess such losses in pursuance of the ordinary direction to take such an account as was at first directed in *Walton* v. *Lavater*. And it is to be remarked that the order made in this case, although an authority for Mr. Norman's view, was taken as unopposed.

Whatever reliance might have been placed on that case, however, the rule has now been settled in a different sense by the ruling in the principal case. The action there was for the infringement of a patent, and the plaintiffs claimed in their declaration a writ of "injunction and an account of the profits." A verdict passed for the plaintiffs on all the issues, and the Court now held that, in assessing the amount recoverable, the master should take into consideration merely the profits actually made by the defendants, and not the loss estimated to have been sustained by the plaintiffs. The Lord Chief Justice did not so much as refer to *Walton* v. *Lavater*, and Mr. Justice Williams did not consider it in point. How his Lordship arrived at that conclusion we confess ourselves unable to discern. To us it certainly seems to be a case in point, though, having been unopposed, not entitled to much weight. It may now be considered as formally overruled, and the question solemnly decided by the unanimous opinion of the Court of Common Pleas. As, however, it seems to be admitted that a plaintiff can always claim, before a jury, damages for the losses thus sustained by him, though he cannot recover any such damages before the master under a rule to account, the matter seems to resolve itself merely into a question of accuracy of pleading.

REVIEW.

The Election of Representatives, Parliamentary and Municipal. A Treatise by Thomas Hare, Esq., Barrister-at-Law. Third Edition. London: Longman & Co. 1865.

This is a new edition of a well-known work. When we say "well-known" it is rather true that the scope and object of the work is known than that the work itself is so. There are few persons who have thought, or even spoken, on the subject of representation, or any of the kindred subjects which are grouped round the great question of Parliamentary reform—and the number of speakers and writers far exceeds that of the thinkers on the subject—who do not know what "Hare's system" is, but few indeed have any real acquaintance with the book in which that system is elaborately explained and justified. And yet it is a book well worth careful, thoughtful, unprejudiced perusal, and if any man can for a time get rid of the trammels of party politics, and look steadily at such a question on its merits, without a thought whether the change will presumably benefit this party or that, he will, we venture to say, derive much pleasure and many valuable ideas from an intelligent examination of the book before us.

Mr. Hare's plan of unanimous constituencies seems to us open to but one objection, but that one, with reluctance we write it, appears to us to be fatal to its prospects.

It is, unquestionably, the most theoretically perfect scheme of representation ever put forward, and would go far,

if adoptable, to remove some of the most crying evils of the present system. In this respect it is far preferable to Lord Russell's "minority scheme," which was itself an enormous improvement on the existing system.

Indeed, beyond the mere fact that you cannot divide two members between opposing parties without absolutely neutralising (which would be unfair) the majority, there can be no defence for a system which *may* in every case leave, and *does* in many cases leave, a minority, amounting to two-fifths or three-sevenths, or even more, absolutely unrepresented. When we hear honourable members, who have been returned by narrow majorities, talk of themselves as representing large constituencies, and therefore as entitled to more weight than the members for small boroughs, we cannot help feeling that the representative of an unanimous constituency of—say 300,—really represents more of the mind of the people than the member returned by a majority of forty or fifty in a constituency where the gross poll ran up to thousands on each side.

The real defect in Mr. Hare's system, and the only one which seems to us unfit for practical purposes, is the machinery for cancelling votes. If the plan were to be applied to a limited area merely, it might be done; because, as it is obvious that the *first* votes tendered for the member who has received more than the *quota* over those which put him in, it would be possible, by means of telegraphic communication, to stop all further voting for him almost immediately on his being returned; but on a small scale, the plan would break down; because there would practically be no *quotas*, but merely comparative majorities, which would be no great improvement (if any) on the present system. The plan for cancelling votes, proposed in the book, is far too complicated; not perhaps too complicated to be worked, but far too much so for the people generally to understand whether it had or not been fairly worked; and, if not worked with the utmost accuracy, it would put enormous power into the hands of a partizan registrar.

The case given in Appendix D. is an instance of this. Had the votes been fairly cancelled, the supposed anomaly would never have arisen. Supposing,* as is natural, the votes to have been tendered promiscuously, so that every hour would have shown the final *proportions* unaltered, the votes should have been cancelled in the same proportions. The original votes then being

A.		A.		A.	
B.	299	C.	200	C.	101
D.		B.		E.	

and 400 of A.'s votes having to be cancelled, it would have been necessary to cancel 199 of the votes on which B. was second, and 201 of the votes on which C. was second, and to divide this 201 between the two lists on which C. so stands, leaving, after the election of A., and the removal of his name from the list, the poll to stand thus:—

B.	199	C.	134	C.	67
D.		B.		E.	

and again, by cancelling one vote of C., on the first (because the greater) list, you have to elect the third candidate 200 votes for B., and none for E., being the result required by common sense and common justice. The same result might doubtless be arrived at by some of the other means pointed out in the book, but not so satisfactorily or simply.

We venture to suggest that Mr. Hare must enormously simplify his system of cancellation, and that, without reducing it to mere chance, as in Denmark, before his plan will commend itself to an English House of Commons. We think we see how this could be managed, but the details, simpler though they be, are too long for insertion in this notice; meantime we heartily commend the book to the study of all who really desire an honest rational system of parliamentary and municipal representation, and who regard projects of reform according to their merits, and not merely according to their tendency to promote or check the spread of democracy or the reverse.

A WARNING.—A case has been tried before Sheriff Smith, at Elgin, which deserves notice. A worthy dissenting minister in the neighbourhood, while denouncing the practical heathenism of the age, as shown by people not attending church, named two families as being in that state. An action for defamation of character was raised against the minister by the party named, and the minister was glad to compromise the matter by making ample apology, and paying expenses.—*Elgin Courant.*

* We must refer our readers to the work itself for the case spoken of, it is too long to reproduce here.

COURTS.

COURT OF CHANCERY.

(Before Sir W. P. WOOD.)

March 28.—*Back* v. *The Inns of Court Hotel Company (Limited).*—This case came before the Court upon a motion to dissolve an injunction obtained by the plaintiffs *ex parte* on Saturday last, restraining the defendants from carrying up the wall of their hotel, now in course of erection between Holborn and Lincoln's-inn-fields, to a height greater than that of the house, No. 22, Lincoln's-inn-fields, recently pulled down, and from interfering with the access of light and air to the plaintiffs' premises, 23, Lincoln's-inn-fields. The plaintiffs, as trustees of the Norwich Union Reversionary Interest Company, are owners in fee of No. 23, Lincoln's-inn-fields. The defendants, for the purposes of their intended hotel, which is to extend from Holborn to Lincoln's-inn-fields, have purchased and pulled down the adjoining house, No. 22, and have also acquired land to the north of No. 23, and separated from it by what is known as "Whetstone-park," a narrow passage about sixteen feet wide. It was proposed to carry the new hotel to a height of ninety-three feet, more than fifty feet higher than the buildings previously on the same site, and so as, according to the allegations of the bill, seriously to obstruct the access of light and air to the back windows of No. 23. Under these circumstances, an attempt at negociation having failed, the present bill was filed and an *ex parte* injunction obtained on Saturday last.

Mr. *W. M. James*, Q.C., and Mr. *Rowcliffe* appeared for the defendants, in support of the motion to dissolve the *ex parte* injunction; Mr. *Giffard*, Q.C., and Mr. *Ramadge* were for the plaintiffs.

After some discussion the injunction was dissolved, and an order was made for the defendants to deposit £1,500, and undertake to abide by any such order as the Court might make at the hearing as to pulling down any part of the building.

We are requested, however, to state that the bill was filed simply to obtain terms to which the company were unwilling to agree, and that the only question is in effect whether the company shall pay £500 offered by them, or £2,000 required by the plaintiffs.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

March 24.—*In re Henry Moore.*—The bankrupt, who was an attorney, practising at Wimborne, in Dorsetshire, applied to pass his examination, and for an order of discharge.

There was no opposition by the assignees, and Mr. Lawrance, on the bankrupt's behalf, stated that his client had been in practice as an attorney for a period of thirty years, and that his bankruptcy was the result of pressure by an individual creditor.

It appearing, however, that certain property, in mortgage to Mr. Serjeant Gazelee, was not correctly represented in the accounts, a short adjournment was ordered.

—— *In re Kimberley.—Application for Release.*—This bankrupt* now applied for his release. His order of discharge had been suspended for twelve months, and his term of protection having expired he had been arrested.

Mr. *Reed* opposed the release on behalf of Mr. Strawbridge, stockbroker, Copthall-court. He submitted that the case was one of such gravity that the protection ought not to be renewed. The order of discharge had been suspended for twelve months and protection given for three months.

His HONOUR said that having already adjudicated on the case he should not go into the merits again.

After hearing Mr. *Lawrance* for the bankrupt,

His HONOUR said there must be a distinct application for a re-hearing, supported by affidavits as to the time and circumstances of the transfer of shares. Though there might be a question pending regarding the propriety of granting protection, it did not at all follow that the bankrupt should be kept in prison the whole of the time. He ought at least to have protection until that question was disposed of. As far as the Court could collect, there was no evidence of the bankrupt's intention to abscond, or steps would be taken to prevent it. The right course would be to give him protection for six weeks, within which time the application for re-hearing might be made and disposed of.

* 9 Sol. Jour. 165.

Mr. *Lawrance* then applied for the bankrupt's release from custody.

Mr. *Reed* contended that the 112th section of the Bankruptcy Consolidation Act did not apply to a case like this, where a bankrupt was in custody by his own default, through not having made application for a renewal of the protection. That section only referred to persons just made bankrupt, who had applied for and obtained protection.

Mr. *Lawrance*, on the other hand, contended that the 113th section was expressly meant to meet such a case as this.

His HONOUR, after referring to the case of *Smith* v. *Smith*, recently decided by the Lord Chancellor, said that under all the circumstances the best course for the Court to adopt at present would be to leave the bankrupt to make application to the Court (the Exchequer) out of which the process had issued.

Mr. *Lawrance*.—I feel quite certain that that Court will not interfere.

Mr. *Reed*.—Then you can take the opinion of the Lord Chancellor.

His HONOUR said it appeared to him that the operation of the 112th section was limited to one instance of the kind to which it referred. If a bankrupt had been in prison at the time the protection was given, the Court might have released him at once. Were the construction put upon the section by Mr. Lawrance the right one, the same thing might occur any number of times. The application could only be properly entertained by a superior Court. Under those circumstances he should leave the debtor to apply to the Court out of which the process issued.

Application refused.

(Before Mr. Deputy-Commissioner WINSLOW.)

March 28.—*In re E. Maniere.**—This was a meeting for examination and discharge. The accounts, filed on the 14th inst., disclose the following heavy items:—Creditors unsecured, £17,708; creditors holding security, £995; liabilities on bills discounted, £3,492; and liabilities on accommodation bills, £1,289, making a total indebtedness of £23,485. The assets are thus returned:—Debtors, good, £203; doubtful, £11,018; and property in the hands of creditors, £780, leaving a deficiency of £6,701. The bankrupt states that his furniture and effects at 31, Bedford-row, are settled by ante-nuptial settlement, dated 16th March, 1849, on his wife's trustees, the same being her property before marriage. The bankrupt attributes his failure to liabilities incurred for clients and others which they had failed to meet, and pressure from creditors on account of such liabilities, with his own inability to realise securities held, and to collect accounts due to him.

Mr. *Chidley* appeared on behalf of the assignees; Mr. *Few* supported the bankrupt.

It being stated that a proposal had been made for taking the case out of court, under the 185th section, the examination was passed, the order of discharge being adjourned for six weeks for the completion of the necessary arrangements.

(Before Mr. Commissioner GOULBURN.)

March 29.—*In re Colonel Waugh.*—This was the sitting for certificate in the case of the well-known bankrupt, William Petrie Waugh, whose failure some eight years ago created quite a sensation in those comparatively tranquil times, his liabilities being then stated at about a quarter of a million. Since his surrender last year the case has been repeatedly before the court;† and it now came forward as is supposed for the last time.

Mr. *Linklater* appeared for the assignees; and Mr. *Sargood* for the bankrupt.

His HONOUR said he had a great difficulty in this case. How was he to certify that a man who had absconded from the adjudication, and stayed abroard for years, had fully conformed to the law of bankruptcy?

Mr. *Linklater* briefly called the attention of the Court to the facts. As the Court had allowed the bankrupt to surrender, it had given him a *locus standi* to ask for his certificate. It was not surprising that the London and Eastern Bank had not taken criminal proceedings against the bankrupt; for the way in which that bank had been conducted would naturally prevent them from doing so. Their claim of £217,000 against the bankrupt had been compromised for £100,000, and the question now was, how the case should be dealt with.

His HONOUR said he was always of opinion that the bankrupt had been harshly dealt with in being imprisoned for twelve months on a demand which was not worth the paper it was written on. An imprisonment of twelve months was the limit of punishment under the Act of 1861.

Mr. *Linklater* said that, coinciding in the view of the Court, the assignees did not offer any opposition. He was informed by Mr. Lewis, who represented the liquidators of the Eastern Bank, that it was not their intention to offer any apposition.

The COMMISSIONER.—Does any other creditor oppose?

No one answered.

The COMMISSIONER.—Then let him take his certificate.

So ended the celebrated case of Colonel Waugh.

——*In re William Hare Maunsell.*—The bankrupt, who was described as of 8, Brompton-crescent, Brompton, solicitor, applied to pass his examination, and for an order of discharge.

Mr. *Sykes* was for the official assignee.

The debts in this case are returned at £1,201, of which a sum of £349 is due to creditors unsecured. There are no assets. The bankrupt states that his difficulties arose in consequence of pressure by an Irish creditor, who held a bill of exchange accepted by him.

It appearing that the bankrupt was possessed of a reversionary interest, which was supposed to be of value, a short adjournment was taken for inquiry.

ASSIZE INTELLIGENCE.

HOME CIRCUIT—LEWES.

CROWN COURT—(Before the LORD CHIEF BARON).

March 23.—*Reg.* v. *Henry Mowbray.*—Mr. Henry Mowbray, an elderly man of respectable appearance, and who has for many years held a responsible position in the town of Brighton, surrendered to take his trial upon an indictment charging him with misdemeanour in having committed wilful and corrupt perjury before the judge of the county court at Brighton.

Mr. Serjt. *Parry* and Mr. *Pierce* appeared for the Crown. The defendant, contrary to the advice of his friends, determined to conduct his own defence.

The defendant, in addition to carrying on a business at Brighton, was the agent for an accidental death insurance company, and he was acquainted with the prosecutor, who is a person of great respectability, and who holds an official position in the town; and a few weeks back the defendant called upon the prosecutor and asked him to effect an insurance against accident with the company he represented. The prosecutor expressed his willingness to do so, and the defendant pressed him to insure to the extent of a £5 premium, but he would not insure to that amonnt, but did so for a sum that required the payment of £1 as premium, and he gave a cheque for that amount. He put the proper amount of £1 in the counterfoil of the cheque, but he drew the cheque itself for the sum of £5, and his statement was, that owing to the counterfoil being correct, the mistake was not discovered until he obtained his cancelled cheques from the bankers, and he then immediately applied to the defendant for the restitution of the £4 that he had paid him in excess. The defendant from the first stated that it was true that he had received a cheque for £5, but that he paid over at the time he received it the change of four sovereigns, and he positively refused to pay the amount demanded of him.

The prosecutor upon this instituted proceedings in the county court, where both parties were examined, and each swore to his own version of the story. After a long and careful inquiry, the judge of the court, Mr. Furner, gave judgment against the defendant. He applied for and obtained a new trial before a jury, when the parties were again examined, and both swore as positively as before, the one that he had paid and the other that he had not received the four sovereigns, but in the result a verdict was again returned against the defendant, and the present prosecution was then instituted.

The defendant made a long statement to the jury when he was called upon for his defence, in which he again asserted that he had paid the money, and said that if he had not he must have been labouring under a most extraordinary mistake, and he urged the improbability that he should have sacrificed the respectable position he had so long enjoyed for such a paltry sum as the one now in question. He also said that when he swore that he had paid the money he had

* 9 Sol. Jour. 328.

† 8 Sol. Jour. 548, 592, 784, 765. 785.

sworn what he really believed to be true, and that he had never contemplated committing such a crime as wilful and corrupt perjury. The defendant received a high character from several respectable witnesses.

The LORD CHIEF BARON summed up the case very favourably to the defendant, and the jury, after having deliberated for some time, inquired of his Lordship whether, in the event of their finding the defendant guilty, they could recommend him to mercy. His Lordship said he thought that in a case like this they could not, and he observed, at the same time, that by their desiring to take this course it would indicate that they had a doubt of the defendant's guilt, and if this was the case they ought to acquit him, and he reminded them that they ought not to find him guilty unless they were satisfied that he had wilfully and deliberately sworn that which he knew to be false, and that he had not merely made a mistake. The jury then retired to deliberate, and upon their return into court they gave a verdict of Guilty.

The learned judge having taken some time to consider the matter, the defendant was placed at the bar to receive judgment, and he then again declared that he always had, and did still, conscientiously believe that he had paid the money.

The LORD CHIEF BARON then said that he thought the defendant had been ill-advised in taking upon himself to conduct his own defence, and expresssd his opinion that if he had been defended by counsel, a different result would have been arrived at. The jury, however, had found him guilty, and he was bound to pass sentence upon him, and that sentence would be that he should be imprisoned and kept to hard labour for four months. He would however say, that if the prisoner or his friends chose to memorialise the Secretary of State, either for a pardon, or a commutation of the sentence, and he was applied to, he should give his opinion in reference to the case.

NORTHERN CIRCUIT—LIVERPOOL.

NISI PRIUS COURT—(Before Mr. Justice SHEE.)

March 25.—*O'Byrne* v. *Hodges*.—The *Attorney-General* of the County Palatine and Mr. *Charles Russell* were counsel for the plaintiff; Mr. *Temple*, Q.C., and Mr. *T. Jones* were for the defendant.

The plaintiff was a stockbroker in Liverpool, and the defendant a person employed in the getting up of public companies and promoter of the National Provincial Marine Insurance Company. It appeared that the ordinary course in getting up a company of this kind is to employ a large stockbroking firm in London to gather together subscribers and place the shares, and accordingly, in this instance, an agreement was entered into between the defendant and the firm of Sir R. W. Carden & Co. to use their best endeavours to float the company, for which service they were to be paid by the defendant the lump sum of £500. The plaintiff was then, in his turn, applied to, as a country agent, by the firm of Carden & Co. to perform the service of assisting in obtaining shareholders, the price to be paid him being two shillings and sixpence per share, and 2,000 shares were so actually distributed through his exertions. His commission for these was £250, and the question was who was to pay him this sum. A gentleman from the firm of Sir Robert Carden appeared in the witness-box and stated that they were authorized by the defendant to engage agents on the footing of being paid by the company, and that the £500 which was to fall to their share was for something quite independent of procuring the allotment of the shares—namely, for their exertions to "float the company," although of what specific acts those exertions consisted beyond lending their names, appeared to be a somewhat difficult matter to describe. It appeared, however, on the other hand, that the defendant had originally stipulated with the company that he should be paid a lump sum of £5,000 (which was afterwards reduced to £3,500) for his services, and another broker, suing the company previously to the present plaintiff, had obtained payment by arrangement, not out of the company's funds, but out of this £3,500 of the defendant's, and Sir R. W. Carden & Co. had also been compelled to sue him and obtain payment of their £500 out of the same fund. It was, therefore, contended for the plaintiff that this sum also should be paid out of the same fund, which indeed was expressly given to the defendant for this very purpose, and that if it was not so paid there was no source from which it could be drawn; while on the part of the defendant, it was said that the defendant gave no authority to Carden & Co. to pledge his credit for share commissions, and that if he had given such authority they would more than swallow up his whole fund, there being 20,000 shares allotted in all, and the other expenses, such as those of advertising, being very heavy.

The jury returned a verdict for the plaintiff.—Damages, £250.

GENERAL CORRESPONDENCE.

ATTORNEYS' CERTIFICATE DUTY.

Sir,—The thanks of the profession are due to you for your able advocacy of the abolition of this very oppressive tax. I do hope and trust that every attorney and solicitor in England and Ireland will immediately write to the M. P.'s of their respective boroughs, cities, and counties, requesting them to have the kindness to be in the House of Commons on the 28th of April next, to support Mr. Denman's resolutions for the abolition of the above duty. J. T. S.

SHORTHAND WRITERS' NOTES.

Sir,—In last week's Journal you gave insertion to a letter from the "Court Mouse," referring to shorthand writers. Perhaps you may be induced to extend your courtesy so far as to admit this communication from one of the body.

I was engaged to take notes of the cross-examination of witnesses in the case of *Cooper* v. *Tharp*, which was heard before Vice-Chancellor Kindersley, a few days since, and during the reply of Mr. Baily, Q.C., who appeared for the plaintiff, the following observations were made by the Court and counsel:—

The Vice-Chancellor.—"Have you, Mr. Glasse, a copy of Mr. Keysell's evidence. I should like to refer to it?"

Mr. Glasse.—"No, Sir. I am sorry to say I have not."

The Vice-Chancellor.—"Have not counsel got a copy?"

Mr. Glasse.—"No, Sir. I am told the Taxing Master will not allow the costs of it."

The Vice-Chancellor.—"Is there not a transcript?"

Mr. Glasse.—"No, Sir. The Taxing Master will not allow that either. It is very unfortunate, and something ought to be done in the matter."

The Vice-Chancellor.—"I have no power in the matter."

Mr. Glasse.—"And that is the reason why the parties agree beforehand that the costs shall be costs in the cause. I apprehend your Honour would have power if exceptions were taken to the Taxing Master's report. It is great absurdity."

Mr Dickenson (*amicus curiæ*).—"Not the only one."

After some conversation between the counsel and solicitors on both sides,

Mr. Glasse.—"The parties have now arranged to make a copy for your Honour."

The Vice-Chancellor.—"It is of great importance that the time of the Court should not be wasted in taking down the evidence. It would be a great loss of time to the public, and for that reason I always rejoice when a shorthand writer is employed."

Mr. Glasse.—"Of course your Honour does not write shorthand, and if you did, you must make a transcript, as your Honour's notes are to be used on appeal."

The Vice-Chancellor.—"I should think, where the parties agree that there shall be a shorthand writer employed, if they agreed that the expense shall be borne equally and be costs in the cause, then the Taxing Master would allow it."

Mr. Baily.—"I suppose so, where there are no infants concerned, but that would not give copies to counsel."

The Vice-Chancellor.—"It is very absurd. It is of no use taking the evidence down unless afterwards there are copies made for the Court and for counsel. In this case we cannot get on without it."

The Court overcame the difficulty in this case by calling upon the shorthand writer to read from his notes several portions of the evidence. T. E. W. K.

[We have, according to our principle of keeping these columns for the discussion of all questions of interest to the profession, inserted the above communication, but we must take leave to differ entirely from his Honour and our correspondent. We think the Taxing Master is quite right. The judges at *Nisi Prius* never have thought it necessary to have the assistance of a shorthand writer, as a matter of course, and we see no reason why the judges of the Court of Chancery should be more helpless than their common law brethren. Where a *viva voce* examination is held in open Court, it is the *duty* of the judge to take notes for the purposes of the judgment, and of the appeal, if any, and no

judge has a right to delegate this duty even to counsel, much less to a professional shorthand writer. It is, moreover, the duty of counsel to supply themselves with notes of the evidence, and this is always done by counsel at common law. We do not believe that equity counsel or judges are less self-dependent than "the archers of Westminster," and we protest against the idea that they are, like a Parliamentary committee, to have their work done for them at the expense of the suitors. The objection as to the waste of public time is to us unintelligible; the public pay for the *whole* time of the judge, and it is immaterial to them how much of that time is properly consumed by any given case.—ED. *S. J.*]

EASEMENTS OF LIGHT AND AIR.

Sir,—With regard to the law of easements of light and air, which was recently much discussed in the case of *Jones* v. *Tapling*, and in your valuable comments thereon*, I would like to make a suggestion which has occurred to me as being worthy of discussion in reference to this subject—viz., with regard to allowing rights of easements *at all* in cases where a street or public thoroughfare intervenes between the two properties.

Now, I take it that the street, in addition to its use as a thoroughfare for passengers and vehicles, was originally intended as a sourse of light and air to the property by which it is bounded; and for this reason it is that all buildings have their windows facing to the street. Each owner, therefore, has a right to as much light and air as he can derive from the street. Would it not therefore be more equitable if the law were, that a person opening a window to the street must be supposed to lay claim only to that amount of light and air which he could lawfully derive from the street when the land on each side is built upon in the manner it was originally intended to be (namely, to any height the owner chooses), than to hold that if the land opposite is at the time vacant, or partially occupied, he is, after a certain period of enjoyment, to acquire a right to a supply of light and air from over that land also? ARTICLED CLERK.

Manchester.

[We think our correspondent has practically answered his own question. A person opening a window to the street must, we agree, "be supposed to claim only the amount of light and air which he can lawfully derive from the street when the land on each side is built upon in the manner *originally* intended;" but that manner must be presumed to be shown by the state in which the street has been left up to the time when the window was so opened. We think the hardship, if any, is on the owner who, having opened a window in good faith into an old street, which, in its then state, supplies him sufficiently with light and air for his purposes, finds that, nineteen years afterwards, his property may be ruined for the benefit of another, who has, up to that time, been sleeping on his rights.—ED. *S. J.*]

AGREEMENTS TO LET AND AGREEMENTS FOR LEASES.

Sir,—Where an agreement is required for the lease of premises, the chief inducement to have an agreement in place of a lease, is, I presume, the supposed saving of expense; but as the former, if under seven years, requires the same stamp as a lease, the advantage is, I think, not sufficiently obvious. What I would suggest is, that where an agreement to let is required, for, say five years, it might be drawn for a term of eight years, with a proviso for either party to determine it at the end of the fifth year, by a months notice.

I should be glad to know whether a verbal agreement to let for a year, commencing at a future date, is void under the 4th section of the Statute of Frauds, as being an agreement which is not to be performed within one year?

Manchester. ARTICLED CLERK.

APPEALS FROM THE CHIEF CLERK.

Sir,—Mr. Ince, on Monday last, in the course of his remarks, whilst making an application to Vice-Chancellor Kindersley, stated that the Chief Clerk had refused the parties permission to appeal to the Court.

His HONOUR said:—I confess I am surprised to hear these statements repeated; I have heard them before, and have found, upon inquiry, that they had no foundation whatever. I am persuaded that it never yet happened that the Chief Clerk took upon himself to say that the matter should not come before the judge upon appeal. The difficulty must have arisen from the misapprehension of the gentleman who instructs you.

Mr. Ince.—The right to appeal is a matter of course.

COURT MOUSE.

[We think "Court Mouse" must have misheard the last observation. The judges have over and over again said that there is no "appeal" from the Chief Clerk; every suitor has as, of course, a right to be heard *in the first instance* by the judge, and, if he exercise this right, the Chief Clerk will not come to any decision which could be made the subject of appeal.—ED. *S. J.*]

WHAT IS THE FACT?

Sir,—I was in court when an application was made to the Vice-Chancellor Kindersley, which is thus reported in the daily papers:—

"*Everitt* v. *Syer*.

"Mr. Ince mentioned this case to the Court, in which a summons had been taken out for further time to answer, and it was desired to bring the matter personally before his Honour, but, as he was instructed, the Chief Clerk refused that application.

"His Honour said it was a marvel that such statements were made; it had always turned out that they were erroneous, and in this case he had not the least doubt it was a misapprehension. He should sit in chambers to-morrow. It was a matter of A B C that any matter should be brought before him if the parties desired it."

I belong to a nest whose *habitat* is in court, not in chambers, and, therefore, can give no direct evidence on the point, but I am informed by a "Chamber Mouse," of my acquaintance, that notwithstanding the learned judge's impression to the contrary, the Chief Clerk, when the matter was mentioned in chambers, pursuant to the leave given, admitted that he had refused to permit the suitor to bring the case before the judge himself, and excused his refusal on the ground of the course of practice (*qy.* mal-practice) at the Rolls. I am also informed that one of the Chief Clerks makes a practice of refusing to allow a case to be brought before the judge personally. Now of the illegality of this there can be no doubt, and, whatever may be the ability of the Chief Clerks in minor matters of detail, facts have come to my knowlenge which make me doubt whether it is expedient that they should assume the irresponsible exercise of judicial functions. ANOTHER COURT MOUSE.

[We presume that this refers to the same case as that mentioned by "Court Mouse" above, and if so, it confirms the accuracy of our remarks on that communication. We do not, however, believe that any such mal-practice as alleged exists at the Rolls, at least, to the knowledge of the judge.—ED. *S. J.*]

MORTGAGEES AND TRUSTEES ACT, 1860—POWER OF SALE.

Sir,—The point raised by your correspondent "Comes," in your paper of the 18th March,* was noticed in an article which appeared in the *Law Magazine* soon after the passing of the Act. The words which cause the difficulty occur again in the 16th section. I have reason to know that the framers of the Act, in speaking of "all the estate and interest which the person who created the charge had power to dispose of," were thinking chiefly of a possible objection that the Act would enable a mortgagee to convey an indefeasible parliamentary title, whether his mortgagor had a good title or not; and by no means meant to enable the mortgagee to sell a greater estate than was included in his security; and though the language of the Act is, no doubt, imperfect, I conceive that it should be construed according to that intention—at any rate, no purchaser could be advised to accept a title dependent on the contrary construction. B. R.

March 29.

ARTICLES OF CLERKSHIP.

Sir,—Can articles of clerkship be stamped like common conveyances at any time within two months after execution without penalty?

Should the original (to be filed) be on parchment or paper?

Should the duplicate bear a 5s., or £1 15s. stamp?

A note in your Journal of the 1st proximo, will greatly oblige INQUIRITUR.

Matlock, March 30.

* 9 Sol. Jour. 281.

* 9 Sol. Jour. 413.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Friday, March 24.

CHIEF JUSTICE MONAHAN AND THE COUNTY DOWN MAGISTRATES.

Sir T. BATESON asked the Chief Secretary for Ireland whether, in addition to the unwarrantable and censorial observations made by Chief Justice Monahan, reflecting on the gentlemen of the county Down in their magisterial capacity, he was aware that this judge on the judicial bench interrupted a magistrate, when explaining to him the facts of the case, and refused to hear him, making use of these words in open court, "God damn it, sir; it is all stuff and nonsense." These words were currently attributed in the county Down to Chief Justice Monahan, and had caused a very great sensation there, as the people of that county were primitive enough not to understand this language, not having been accustomed to hear it from the judicial bench. He further asked whether the Irish Government had received from Chief Justice Monahan any explanation, justification, or retractation of the observations complained of and censured on a former occasion by the Chief Secretary in terms for which he (Sir Thomas) begged to thank him. He also asked whether the right hon. baronet was aware that the Rathfriland bench of magistrates acted under the advice and instructions of the law officers of the Crown in the course they pursued in the O'Hare case.

Mr. COGAN (who rose amid cries of "Order, order," and counter-cries of "Hear, hear") said—I should wish to ask the right hon. baronet, in addition, if Chief Justice Monahan has made any report of this case to the Irish Government; and if so, whether he will lay those communications on the table of the House, so that this House, which has heard the charges against this distinguished judge, may hear the explanation of the circumstances connected with them.

Sir R. PEEL said that the magistrates had consulted the law officers of the Crown, and that they had confirmed their opinion in this matter. Chief Justice Monahan had written to the Government in the following terms:—"Colonel Forde mentioned to me that some people in the county Down were of opinion that I had accused the magistrates there of administering justice partially. I have written to say that I do not remember exactly what observations (laughter from the Opposition) I made, but certainly I had no intention of making any such charge" (hear, hear, from the Ministerial benches). He (Sir R. Peel) was not aware what expressions were used by Chief Justice Monahan, but he was only expressing the general opinion in saying that there was no more impartial or upright man upon the Irish bench, and it was only on the previous day that Lord Downshire had said, "I do not know what the conduct of the Chief Justice may have been at Downpatrick, but I do not know any more just and upright man who goes circuit than Chief Justice Monahan." Those who know Chief Justice Monahan know that he is a little hasty and impetuous at times, but that he bears the character of an upright, frank, honest man. It is quite possible that in the heat of his observations he may have given way to some expressions which many might condemn. And so far as the information of the Government went he was not warranted in making the remarks he had made. If he had known all the circumstances which occurred at the sessions he would not have made use of the observations which fell from him upon that occasion.

Colonel FORDE tendered his thanks to the right hon. baronet (Sir R. Peel) for having so promptly come forward and justified the magistrates of the county of Down on this occasion. Chief Justice Monahan, in charging the petty jury, had said—"Gentlemen, you have heard the whole of the evidence in this case. I must say that I am very much disgusted at the way in which justice is administered in the county Down." And further on his Lordship said—"The idea of expecting to have peace in the county whilst matters are conducted in this way is utterly impossible." The magistrates are a body of men above reproach of that sort, and impartial in their administration of justice. Chief Justice Monahan, at Belfast, had expressed himself as truly sorry that any expression of his should have been construed in the way it had; but he (Colonel Forde) thought he might have expressed his regret more fully than he did.

After a few words from Colonel GREVILLE, Mr. HENNESSY, and Sir GEORGE GREY, the subject dropped.

Monday, March 27.

THE EPISCOPAL CHURCH IN THE COLONIES.

Mr. DUNLOP, pursuant to notice, asked the Secretary of State for the Colonies whether, looking to the recent decision of the Judicial Committee of the Privy Council in the case of Bishop Colenso, it was the intention of the Government to advise Her Majesty to abstain henceforth from issuing any more such patents for colonies with independent legislatures; and also from nominating successors under the existing illegal patents to bishops who die or resign, leaving the voluntary associations of which such bishops were the chief ministers to provide successors according to the rules and canons they have adopted or may adopt for the government of their own non-established communions; and particularly whether this course would be recommended in reference to Canada.

Mr. CARDWELL said, with reference to Canada, the practice of issuing letters patent for the appointment of a bishop had been for some time discontinued. The practice in Canada now was that the bishops were selected by the clergy of the colony, and those bishops derived their civil rights from the legislation of the colony. With respect to issuing letters patents for other colonies this very important subject had been brought under the consideration of the Government by the recent decision of the Privy Council, and was receiving the careful attention of the Government. No letters patent would be issued to any colony until the subject was fully disposed of by the Government.

Mr. DUNLOP asked the Attorney-General to what extent and effects, if any, patents erecting episcopal sees in colonies having representative legislatures, or in which the Church of England had not been previously by law established, and purporting to confer ecclesiastical jurisdiction, were valid and operative; and also inquired under what statutory or other authority the Queen, as Sovereign of the United Kingdom, issued patents for the erection of episcopal sees, in accordance with the religious system established by law in only one part of the United Kingdom, England, in colonies which never were, at any time, colonies of England, but had been from their origin British colonies.

The ATTORNEY-GENERAL.—It is very much more easy, especially after the recent decision, to say what is not the effect of these letters patent than to say what is. It appears, however, that the maximum operation of these letters patent is to incorporate the bishops and their successors, not as an ecclesiastical corporation in a colony, but simply as a common lay corporation, which it is the ordinary prerogative of the Crown to create, and for which no statutory power is required.

Thursday, March 23.

BANKRUPTCY ACT, 1861.

The report of the select committee on the Bankruptcy Act (1861), reported:—

That it is the opinion of this committee:—

Matters prior to Bankruptcy.

1. That imprisonment of debtors, at the suit of the subject to compel the payment of money, under any judgment decree or order of any court should be abolished.

2. That a creditor under any judgment decree or order should have the same power of arresting the person of his debtor, who may be about to quit the kingdom, as a creditor now as before judgment under the Act 1 & 2 Vict. c. 110; and the debtor should be detained in custody until he has either given security or paid the demand, or been discharged in due course of law.

3. That the power of an execution creditor to enforce the payment of a debt above £50 should be extended to any sum due under any judgment decree or order of a court of justice.

Adjudication of Bankruptcy.

4. That adjudication of bankruptcy should be made by a court in the metropolis, or by a county court.

Proceedings on Adjudication.

5. That the office of official assignee should be abolished.

6. That on adjudication, the property of the bankrupt should remain in his charge in trust for his creditors, without power of alienation, until the appointment of a trustee, or other special order.

7. That the Court of Adjudication should be empowered to order such measures to be taken as may be necessary for the safe custody of the property, and the disposal of it between adjudication and the appointment of a trustee.

8. That any creditor should only be entitled to vote on proceedings in bankruptcy in respect of the balance due, after deducting the value of all securities for his claim, including bills of exchange, and other obligations, as provided in the Bankruptcy Act of Scotland.

Administration of Assets.

9. That the creditors should meet as soon as possible after adjudication, and those who have verified their claims should elect a trustee.

10. That they should, at the same time, elect two or more inspectors from their own body to superintend on their behalf, without remuneration, the proceedings of the trustee.

11. That the estate of the bankrupt should vest in the trustee on his appointment, and he should possess full power to collect and realise the estate and distribute it amongst the creditors.

12. That the trustee should be empowered to admit or reject the claims of any creditor, and any creditor should be at liberty to appeal to the Court of Adjudication against such decision.

13. That when an appeal from the rejection of the trustee shall not be made within a reasonable time, the creditor should be finally excluded from the dividend thereupon made, but without prejudice to a proper adjustment of his claims, if afterwards admitted at any future dividend.

14. That the trustees should keep a proper record of the proceedings, and present accounts periodically to the inspectors, and afterwards to the accountant in bankruptcy, showing the administration of the assets.

15. That the trustee should give security for the performance of his duty, and be paid a reasonable remuneration, to be fixed by the creditors.

16. That the court of adjudication should have power, on the application of a creditor or of the trustee, to make the orders necessary to compel a due compliance with the provisions of the bankrupt laws.

17. That the accountant in bankruptcy should be required to examine all such accounts as the trustee may be required by law to file, and to issue in each case such directions as may be necessary for the due accounting by the trustees. Such directions to be enforced by the court of adjudication.

Discharge of Bankrupt.

18. That whenever the bankrupt shall have made a full disclosure of his dealings and affairs, and a surrender of all his property to the satisfaction of the Court of Adjudication, and shall have paid a dividend of six shillings and eightpence in the pound to those creditors who have proved their debts under his bankruptcy, he should be freed from all claims capable of proof in the bankruptcy.

19. That in all other cases in which a bankrupt shall have made a full disclosure of his dealings and affairs, and a surrender of all his property to the satisfaction of the court, he should be freed from all such claims after the expiration of six years from the date of the adjudication.

20. That the payment by the bankrupt, after the adjudication, to all his creditors who have proved under the bankruptcy, of such an amount as will, together with what is actually paid under the bankruptcy, make up the dividend required by the 17th resolution, should have the same effect as if the whole of such dividend had been paid under the bankruptcy.

Punishment of Bankrupt.

21. That such wilful acts of debtors tending to delay or injure their creditors as shall be declared by law criminal, should be made punishable only in the ordinary criminal courts of justice.

Administration under Deed.

22. That where a deed is to have the effect of binding creditors who have not executed it, the court in which it is registered should have jurisdiction to determine whether it has been duly executed, or is, in other respects, valid.

23. That this jurisdiction should be exercised by the Court which would have exercised the jurisdiction in bankruptcy, and every creditor should prove his debt, in respect of which the deed is signed, before such deed shall be deemed binding on any creditor who has not executed it.

24. That the amount of the debt to be proved should be ascertained in the manner provided in resolution number eight.

25. That no deed of assignment should be binding upon any creditor who has not executed it, unless all the estates and effects of the assignor, which in cases of bankrutcy would have vested in the trustees, shall have been thereby assigned for equal distribution among the creditors.

26. That no such deed of composition, assignment, or inspection should discharge the debtor from debts due to creditors who do not execute it, unless all the creditors received a dividend of at least 6s. 8d. in the pound, until six years shall have expired from the date of such deed.

Courts of Bankruptcy and Officers.

27. That there should be established a Court of Bankruptcy in the metropolis, and the judges of the superior courts of equity and common law should sit as judges in that court.

28. That there should be an appeal to the Court of Bankruptcy from all orders of a county court, or of a single judge in the metropolis, relating to matters above the value of £20, and from all other orders when the Court or judge shall allow a special case for appeal.

29. That there should be a chief accountant, who should supervise the accounts of trustees, and perform such other duties as are provided for in the Bankruptcy Act of Scotland.

30. That the present metropolitan and district courts of bankruptcy should be abolished as soon as practicable.

Consolidation.

31. That the bankrupt laws should be amended in the above particulars, and be consolidated.

Thursday, March 30.

COURTS OF JUSTICE CONCENTRATION OF SITE BILL.

Mr. LYGON moved that the bill be re-committed to the select committee, with an instruction to consider the question of a site on the Thames Embankment.

Sir J. SHELLEY seconded the motion.

Sir H. CAIRNS hoped that the Government would not accede to the motion, as it would, in fact, be defeating the decision which had been adopted by the House for settling the question of the concentration of the courts of law. He had heard no reason given which was sufficient to justify any attempt to alter the site which it was proposed by the bill to select.

Mr. H. SEYMOUR objected that it was proposed to erect a great block of buildings on a site to which there would be no sufficient access; while by moving it a few hundred yards south it would occupy the finest situation in London.

Mr. MALINS strongly opposed the motion, the object of which he described to be to defeat the plan proposed altogether, and dwelt on the superior convenience of the site now chosen over that on the Thames Embankment.

Mr. W. COWPER admitted that he sympathised in the feeling which prompted a desire to erect the building in question on the Thames Embankment, but he had been obliged to come to the conclusion that it was impossible to carry out such a scheme, for there was none of the reclaimed land applicable to the purpose, and it would be necessary to buy up a large property, on which four considerable streets now stood. The cost would be about £700,000 more than the sum which would be required on the present plan.

After a few words from Mr. MILLS and Mr. CRAWFORD against the motion, the House went into committee on the bill, and passed it through that stage.

COURT OF CHANCERY (IRELAND) BILL.

On the order of the day for going into committee on this bill,

The ATTORNEY-GENERAL said that it was proposed that a vice-chancellor should be appointed, with a salary of £4,000 a-year, with a chief clerk, a similar officer being given to the Master of the Rolls; and an assistant-registrar, with four additional clerks, would be appointed. By this arrangement there would be an ultimate saving of £10,000 a-year, while the immediate additional charge would be £6,200. The hon. and learned gentleman proceeded with much elaboration to criticise the details of two bills brought in by Mr. Whiteside on the same subject, and to contrast their provisions with those of the measure which he has in his charge.

Mr. WHITESIDE proposed that the three bills should be referred to a select committee, for the purpose of making out of them a good bill, which he asserted that of the Government was not. The right hon. gentleman gave a history of all the measures which had been passed for making alterations in the Court of Chancery in Ireland; justified the grounds on which he had prepared his bills; and contended for their merits as compared with that of the Attorney-General.

Sir C. O'Loghlen followed in support of the Government bill.

The discussion was continued by Mr. George, Mr. Scully, and Mr. Walpole—who expressed his approval of the proposition of the government with regard to the appointment of one vice-chancellor instead of two, as laid down by Mr. Whiteside's measure, to be taken from existing judges in Ireland; but was of opinion that the mode of dealing with the subject of taking evidence in the Court of Chancery was better developed in the opposition bill. He did not sufficiently accept the English plan of conducting business before the Chief Clerk to wish to see it extended to Ireland, as now arranged. As to the details of both measures, he thought that they could be best worked out in a select committee—and by Mr. Malins who was generally in favour of the Government bill.

Sir H. Cairns, as a member of the commission of inquiry into the practice of procedure of the Court of Chancery of Ireland, stated that the evidence brought before that body led to the conclusion that both as regarded administration and cost it was desirable to assimilate the Irish system to that at work in England; he therefore adhered, on the whole, to the bill of the Government.

After some observations from Sir G. Bowyer, in denunciation of the practice in chambers before the chief clerks, and a reply from the Attorney-General, the House divided—

For going into committee	68
Against	30
Majority	38

The House then went into committee but immediately resumed.

IRELAND.

Consolidated Chamber.

(Before Mr. Baron Hughes.)

Conflict of Laws—The Bankruptcy Code—Arrest in Ireland after discharge in England.

Hickey v. *O'Brennan*—Mr. Levy applied for the discharge from custody of the defendant, on the ground that he had been declared a bankrupt in England, and was arrested in this country for a debt included in his schedule. He contended that the certificate of bankruptcy in England was a bar to the recovery of an Irish debt. All debts proveable were barred by the certificate, and as Irish debts were proveable in England, and English debts proveable in Ireland, certificates in either country were a bar to the recovery of the debts thus proveable.

Mr. Baron Hughes asked if there was any doubt that the debt was contracted before the date of the English bankruptcy?

Mr. Kernan, Q.C., *contrà*, would admit that the debt was before the certificate; but, in the first place, the defendant did not plead as he might have done; and, in the second place, it was very doubtful if the English act applied to Ireland, and that question might be raised upon pleading to have it settled.

Mr. Levy, in reply—The present debt existed before the bankruptcy, and it was admitted the debt was in existence at the time the defendant got his discharge in London. Therefore that discharge in London was sufficient against any proceedings against him in Ireland for the same debt.

The defendant had not pleaded in this action, having been thrown off his guard by a conversation with plaintiff's attorney, whom he understood to have been satisfied with the statement of the discharge in England.

His Lordship.—Let the defendant be discharged, allowing him a week to file such defences as he may be advised, to the summons and plaint. The defendant to pay the costs of the motion.

(Before Mr. Justice Hayes.)

Arrest—Privilege—Office of the Court.

Taylor v. *Maddock*.—Mr. Dowse, Q.C. (with him Mr. Hamilton), moved that the defendant be discharged from custody, on the ground that he was privileged by his office, and that he was arrested while proceeding direct from the Chancery Office to his residence.

The defendant is an officer of the Court of Chancery, where he holds the situation of assistant principal clerk.

The defendant swore that he left his office shortly after office hours; that he called a cab, and was on the road to his residence, when the cab was stopped, and he was arrested by two bailiffs. He swore that this had occurred whilst he was on the direct road home, and that he had not in any way deviated from it after leaving the Four Courts. The affidavit made by plaintiff's attorney stated that in the proceedings the defendant was throughout described as of 33, Lower Dorset-street, and that the brass plate with his name still remained on the door of that house, and that he was still considered by the landlord as his tenant. The defendant made an affidavit in reply, in which he stated that he now resided in Charlemont-street (whither he was proceeding), to which he had removed with his family about a month ago.

Mr. Harrison, Q.C., for the plaintiff, resisted the application. There was no specific denial of the averment that he was still tenant for the house 33, Lower Dorset-street.

Mr. Justice Hayes.—Supposing that he has *bonâ fide* removed his residence?

Mr. Harrison.—If I admitted that, my Lord, I would have to give up the motion. The brass plate, with his name, is on the door, and that is an open *indicium* to the world that he is dwelling there.

Mr. Justice Hayes.—If you can show me that there is anything of fraud infusing itself into the conduct of the defendant, I will not extend his privilege.

Mr. Harrison relied on the fact that the plate was on the door of the Dorset-street house, and that there was no number given of the house in Charlemont-street; and called upon his Lordship to say that there was not such a clear case made out for the defendant as to entitle him to the assistance which he sought.

Mr. Justice Hayes said he felt very great difficulty about the case, for although he saw no authority in the slightest degree to curtail the decisions already arrived at, and which undoubtedly conferred the privilege claimed by the defendant, yet he confessed he felt very great reluctance to extend it, and he was not disposed to go further than decided cases would carry him. He was quite sure that Mr. Maddock was entitled to the privilege claimed for him as an officer of the Court of Chancery, but the question was, whether he had brought himself within the limits of using this privilege. It was perfectly plain that up to a very recent period he lived in Dorset-street with his family. He said that he had since removed to Charlemont-street, but, curiously enough, he did not say that he and his family were now residing in the house, No. 18, Charlemont-street, and that notwithstanding suspicion was cast on his statement by plaintiff's attorney. For aught he (Mr. Justice Hayes) knew, he might reside in some other street, or be using the house of a friend for a day or so to enable him to go to the south side of the city. He, therefore, would not grant the motion, but would say "no rule," leaving it to the defendant to apply again with a more specific affidavit.

After a conference between the counsel in the case, it was agreed that there should be no rule on the motion, the defendant to be discharged from custody on executing a deed allocating £100 a-year to his creditors. Each party to pay his own costs.

The Irish Press and the Belfast Riots.

On Monday last, in answer to the charge against the *Belfast News Letter*, mentioned in our last,* Mr. Joy, Q.C., appeared for Mr. Henderson, and submitted an affidavit, which stated that at the time when the objectionable article appeared, Mr. Henderson was in London, and that he was wholly unaware of the intention to publish any comments on the proceedings, and that his general instructions were, that none such should appear pending the proceedings. He further disclaimed any intention to prejudice the jury, or to interfere with the true administration of justice, and expressed his regret at what had occurred.

Mr. Baron Deasy said that the fact that the *News Letter* was a paper exercising great influence and of wide circulation, was a strong reason why such comments should not have been made in it. He thought that, now, the ends of justice would be met by ordering—That it appeared to the Court that the article in question was calculated to affect the administration of justice, and was, therefore, a contempt of court; but in consequence of the affidavit made, and Mr. Henderson having appeared, that no further proceedings need be taken.

If our readers, however, have the curiosity, and will take

* 9 Sol. Jour. 439.

the trouble, to turn to the article for themselves, they will find that it was a most even-handed and harmless one, and that nothing but a most prejudiced determination to see everything connected with Belfast in its worst light, could have produced the observations of the learned judge. We have always been advocates for the non-interference of the press with pending proceedings, and not long since * supported our views in opposition to the expressed opinion of the Lord Chief Baron (at least as high an authority as Mr. Baron Deasy): we see no ground for departing from the position we then took up, but we maintain that no single trial of any importance takes place in this country in which comments far more directly affecting the result than those made by the *Belfast News Letter* in the present case, are not made without scruple or objection by every newspaper of repute in London.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

KRUGELMANN *v.* MARSHAL MAGNAN.

The Civil Tribunal of Paris has just given judgment in this action.

Some time since the Marshal engaged to pay certain debts contracted by his son, and among them was one of 80,000f., due to M. Krugelmann. It was stipulated that the debts should be paid by instalments, at certain dates, and that if any one of the payments were not made at the specified time, the creditor should have the right to claim at once the whole of the balance due. The Marshal happened not to meet one instalment in due course, and M. Krugelmann, in consequence, commenced the present action to claim the whole balance. The defendant's counsel acknowledged the debt, but claimed the benefit of payment by instalments, as stipulated.

The tribunal decided that the defendant, not having fulfilled his engagement, could not claim that benefit which was to be derived from certain conditions which had been broken; but as judges are empowered by the Code Napoleon to allow honest debtors time for payment, it gave the defendant two years from the date of the present judgment for payment of the whole sum.

AMERICA.

(From the *Legal Intelligencer.*)

SUPREME COURT OF PENNSYLVANIA.—NEFFS' APPEAL.

A codicil to a will republishes the will, and will have the effect to revoke another will made before the codicil and after the will to which it is annexed.

Appeal from a decree of the Register's Court of Philadelphia.

Judgment by STRONG, J.

That the effect of a codicil duly executed is to republish the will to which it refers, whether the codicil be annexed to the will or not, is the doctrine of all the authorities. The legal presumption of intended republication may indeed be rebutted by the language of the codicil, but in the absence of any expressed intent to the contrary, it always operates as a new adoption of the will, and a republication at the time when the codicil was made. Upon so plain a subject it seems almost superfluous to refer to authorities. In *Goodlittle* v. *Meredith*, 2 M. & S. 5, 13, the language of the judges was as expressed by Lord Ellenborough, C. J. "What the effect of a codicil is, has been settled in a series of cases, beginning with *Acherly* v. *Vernon*, Com. 381, down to *Barnes* v. *Crowe*, 1 Ves. jr. 486, and lastly in a more recent case of *Pigott* v. *Waller*, 7 Ves. 98, 117. The effect of all these decisions is to give an effect to the codicil, *per se*, and independently of any intention, so as to bring down the will to the date of the codicil, making the will speak as of that date, unless, indeed, a contrary intention be shown, in which case it will repel that effect." And again, in the same case, "The codicil draws the will down to its own date in the very terms of the will, and makes it operate as if it had been executed in those terms." The English cases are collected largely by Mr. Jarman in his edition of "Powell on Devises, vol. i. 611, note 1; and many of the American cases are cited in *Van Cortlandt* v. *Kip*, 1 Hill, 590. They leave no room for doubt.

That such was the rule in England prior to the passage of the statute of 1 Vict. c. 26, and in this state until April 8th, 1833, when our present statute of wills was enacted, is conceded by the appellant, but it is insisted that by those enactments the law has been changed, and that now a codicil must contain an expressed intent to revive the will to which it is annexed, or to which it refers, in order to have that effect; or contain an expressed intent to revoke a former will in order to work its revocation, unless the dispositions made by the codicil are inconsistent with those of the former will.

The 22nd section of the British statute is as follows:—"No will or codicil, or any part thereof, which shall be in any manner revoked, shall be revived otherwise than by the re-execution thereof, or by a codicil executed in manner hereinbefore required, and showing an intention to revive the same; and where any will or codicil which shall be partly revoked, and afterwards wholly revoked, shall be revived, such revival shall not extend to so much thereof as shall have been revoked before the revocation of the whole thereof, unless an intention to the contrary shall be shown." It is argued that since this statute, a codicil to a will does not revive it or republish it so as to make it a revocation of another will made prior to the codicil, if it does not contain an expressed intention to work such republication or revocation. Such, however, is not the construction given to the statute in England. Mr. Jarman, in the first volume of his Treatise on Wills, page 723, as introductory to his comments on the recent case of *Ashley* v. *Waugh*, says, "whether the codicil does, in point of fact, operate to republish the will is a question to be ascertained by a reference to the old laws, for the recent statute does not appear to have introduced any new principle in regard to republication. The rule, then, it is confidently conceived, must still be as formerly, that a codicil will operate to republish a will, unless its effect to do so is negatived by the contents of the codicil itself." True, a codicil must show an intention to revive in order to work a revival, but does it not necessarily show such an intention, unless it be disclaimed? A codicil is a written alteration of a will or addition to it, executed in the manner required by law. The act of executing it involves an intention that it shall operate as part of a will. It is unmeaning unless it does. It therefore necessarily evinces a design that the will of which it is made a part shall be a will, that if it has been revoked, it shall have new life.

And there is nothing in our own statute of wills to change the rule so long and so universally received that a codicil republishes a will to which it is annexed, unless it affirmatively manifest a contrary intent. It is in several particulars unlike the British statute. It has more direct reference to the repeal of wills or the alteration of devises and directions contained in them, but even in regard to such repeals or alterations, it undertakes to give no new or diminished effect to a codicil. The 13th section enacts that "no will in writing concerning any real estate shall be repealed, nor shall any devise or direction therein be altered otherwise than by some other will or codicil in writing, or other writing declaring the same, executed and proved in the same manner as is hereinbefore provided, or by burning, cancelling, &c." The 14th section makes similar provisions in regard to wills respecting personal estate, adding, however, to the modes in which repeals and alterations may be made, the instrumentality of a nuncupative will. A will then is a legitimate mode of repealing another will or altering its devises or directions. So is a codicil. So is another writing not a will or codicil, declaring a repeal or alteration. So is a burning and cancellation, and in case of personalty, so is a nuncupative will. An intent to revoke an existing will, and consequently a revocation may be shown in either of these ways, and in these respects there is no change of the law as it was under the Act of 1705. True, a republication by parol is no longer possible, but that is because of other provisions of the Act which define the mode in which alone a will may be made. They have no bearing upon the question now under discussion, for republication by a codicil, is not parol republication. The sole object of the 13th and 14th sections of the Act of 1833, was to prevent the possibility of revoking or altering wills by parol, except by destruction or cancellation, and this it did by requiring the intent of the testator to be manifested in writing. But it did not undertake to define what construction should be given to a written manifestation.

It is still the law then, as it always was, that a codicil to

* 9 Sol. Jour. 60.

a will is a republication of it, unless the contrary intent be avowed by the testator, and that it makes the will republished, to speak from the date of the codicil. To use the language of Lord Abinger in *Doe* d. *York* v. *Walker*, 12 M. & W. 597, the will must be construed "as if the testator had inserted in the codicil all the words of the will."

Applying these principles to the case before us, the result is plain. The first will of the testator was made on the 22nd of April, 1850. It was duly executed and attested by two witnesses. It contained a clause revoking all wills before made by him. On the 14th of August, 1857, the testator made a second will, signed by him but not attested. It was still in form a good will. It also contained a clause revoking former wills. Of course it supplanted, temporarily, at least, the will made in 1850. But afterwards, on the 10th of October, 1857, the testator added a codicil to the first will, in which he revoked some of the dispositions therein made, and spoke of the instrument as the "foregoing will." This codicil was duly executed and attested by two witnesses. It refers expressly to the first will, and speaks of it as a will. It therefore republished it, and gave to it the same effect as if it had been first made on the 10th of October, 1857. Containing a decree of general revocation of former wills, as already noticed, it, of course, revoked the will made in August previous, and became itself the last will of the testator as it had been the first. Hence, it is unnecessary to inquire in what respects the two will differed. By its republication, the will to which the codicil was annexed became the last, and it was entitled to probate as such. The decree of the Register's Court was, therefore, correct.

KILPATRICK *v.* THE PENROSE FERRY BRIDGE COMPANY. SERRILL *v.* THE SAME.

Corporations are not liable on a quantum meruit *for salary of officers. There must be on express contract for salary.*

Error from the District Court of Philadelphia.

Judgment delivered by WOODWARD, C.J.

Mr. Serrill was elected president, and Mr. Kilpatrick, treasurer, of the Bridge Company in June, 1859, and served in their respective offices until February, 1864. The evidence proved a faithful performance by these officers of their respective duties, and that their services were reasonably worth 350 dols. to 500 dols. per annum, but no express contract for compensation was proved. After the company had sold its bridge to the city, at a loss to the stockholders, these actions were brought, and the question, the same in each case, was, whether the plaintiff could recover on a *quantum meruit*.

The salary or compensation of corporate officers is usually fixed by a bye-law, or by a resolution either of the directors or shareholders, but when no salary has been fixed, none can be recovered. Corporate offices are usually filled by the chief promoters of the corporation, whose interest in the stock, or in other incidental advantages, is supposed to be a motive for executing the duties of the office without compensation; and this presumption prevails until overcome by an express prearrangement of salary. Hence we held, in the *Loan Association* v. *Stinemetz*, 5 C. 534, as a general principle, that a director of a corporation, elected to serve without compensation, could not recover, in an action against the company, for services rendered in that capacity, though a subsequent resolution of the board agreeing to pay him for past services was shown.

So in *Dunston* v. *The Imperial Gas Company*, 3 Barn. & Ald. 135, a resolution formally adopted, allowing a certain compensation for attending on courts, &c., was held insufficient to give a director a right to recover for such services.

And the rule is just as applicable to presidents and treasurers or other officers as to directors. In the *Commonwealth Insurance Company* v. *Crane*, 6 Metcalf, 64, the company had passed a vote fixing the salary of its president at a certain sum per annum, but when another president was subsequently elected and he claimed the same salary it was held that his claim did not stand on the footing of a written agreement, and that circumstances might be shown to raise the implication that he expected to serve without compensation.

It is well that the rule of law is so. Corporate officers have ample opportunity to adjust and fix their compensation before they render their services, and no great mischief is likely to occur from compelling them to do so. But if, on the other hand, actions are to be maintained by corporate officers for services, which, however faithful and valuable, were not rendered on the foot of an express contract, there would be no limitation to corporate liabilities, and shareholders would be devoured by officers.

It was argued that the case of *Bradford* v. *Kimberly*, 3 John. 431, contains the principles on which these actions ought to have been sustained, but we do not think so. Several joint-owners of a vessel and cargo appointed one of their number to receive and sell the cargo and distribute the proceeds, and it was held that he was entitled, under such special agency, to a commission or compensation for his services as factor or agent, in the same manner as a stranger would have been. Such was that case, and the doctrine was nothing more than that parties could constitute one of their number the factor or special agent of the whole for a single mercantile transaction. The right of compensation and the right to retain the goods as security for his compensation resulted out of the defendant's character of factor or agent, and the case was decided when one partner was declared capable of being made by special appointment the factor of the rest. But corporations are not simple partnerships, and corporate officers are not factors: although these officers are, in a certain sense, agents of the shareholders, they are also trustees whose rights and powers are regulated by law. That they may not consume that which they are appointed to preserve, their compensation must be expressly appointed before it can be recovered by action at law.

The judgment in each of the above cases is affirmed.

SOCIETIES AND INSTITUTIONS.

NATIONAL ASSOCIATION FOR THE PROMOTION OF SOCIAL SCIENCE.

A meeting of the Department of Health of this Association will be held at the office on Wednesday, April 5th, when a paper will be read by Dr. Lankaster, F.R.S., entitled "A Report on Inquests held during the year 1863–4 in the Central District of Middlesex." The chair will be taken at eight o'clock.

Syllabus of a paper on "The Amendment of the Law of Evidence," read at a meeting of this Association by Alfred Waddilove, D.C.L.:—

Amid many improvements in the administration of justice during the last thirty years, none has tended more towards truthful and impartial decision, than the removal of restraint on testimony. "Evidence is the basis of justice—to exclude evidence is to exclude justice." So wrote that eccentric but truly philosophical inquirer, Jeremy Bentham, a zealous law reformer in days when reform, whether legal or political, was viewed in a very different light to that in which it is regarded now.

The admission and exclusion of evidence are questions which concern not only those who study and practice law, but they affect the interests of the whole community; our property, our liberties, and our lives, may be involved in the result.

According to Mr. Pitt Taylor, in his valuable treatise on evidence, there are seven classes of persons still incompetent to give evidence—1, parties to any suit in consequence of adultery; 2, parties to any action for breach of promise of marriage; 3, persons charged with an indictable offence or any offence punishable on summary conviction as to their giving evidence on oath for or against themselves; 4, husbands and wives of all persons who are defendants in any criminal proceeding; 5, the wives of supposed paramours who are made co-respondents in suits for dissolution of marriage, or for damages by reason of adultery; 6, in cases of high treason and misprision of treason (other than such as consists in injuring or attempting to injure the Queen's person), those persons who are not included in the list delivered to the defendant pursuant to statute; and lastly, persons insensible to the obligation of an oath. All these restraints I would remove save the last two.*

The propositions, then, that I would advance for consideration are four:—

First: That persons charged with a criminal offence should on their trial be permitted, if they think fit, to tender their own evidence on oath in order to clear themselves of the charge against them, subject to cross-examination.

* Our readers will not confound the sentiments of Dr. Waddilove with those of this Journal; the latter will be found in our various leaders on this subject.—Ed. S. J.

Secondly. That husbands and wives should be competent and compellable to give evidence for or against each other in criminal as well as in civil cases.

Thirdly. That all parties, including husbands and wives, to a suit of whatever nature, should be competent and compellable to give evidence bearing on the issue, for or against each other.

Fourthly. That judges should be empowered to summon before them any person to give evidence they may think necessary, whether in a civil or criminal trial; and that they may be empowered to adjourn the hearing of the case for that purpose. But before I touch upon these special considerations I will, in a few words, trace our gradual progress towards our present improved state of the law of evidence—our old rules of evidence were purely judge-made law.

The main grounds of exclusion were interest and crime. It was thought that if a person had a pecuniary interest in the result of a trial, his evidence was not trustworthy; and here allow me to mention an incident connected with this question. A witness was produced in a civil trial; he was asked by the adverse counsel whether he would not benefit by a verdict in favour of the party whose witness he was; he replied that he would, to the extent of £10. That, as the law then stood, rendered his evidence inadmissible; the counsel on the other side (Sir William Follett, I think) took from his pocket a £10 note, and handed it to the witness, saying, "now you have no interest." He was then allowed to give his evidence. The exclusion on the ground of improbity (the word is Bentham's, and seems to me to convey the best idea of the law's intention), want of honesty, implied a want of truth. Thus, if any person had been convicted of a crime, he was treated as not trustworthy; but only so long as he was undergoing his sentence. Thus, a prisoner was not to be believed when suffering punishment for his offence, but, when the term of his punishment had expired, he was deemed capable of speaking the truth.

It was not until the year 1833 that our Legislature interfered. Up to that time the rules of evidence were for the most part based on the dicta of the judges, and, although many of them, and chief among them Lord Mansfield, did much towards introducing rational rules, so that, as Lord Campbell writes of him, "he found the law of evidence of brick, and left it of marble," still, so averse were our judges and lawyers to legal reform, that their improvements were partial and inefficient—*stare super antiquas vias*, was their motto. The Act passed in that year, 1833,* entitled an Act for the further amendment of the law and the better advancement of justice, provided that, in order to render the rejection of witnesses on the ground of interest less frequent, if any witness were objected to as incompetent, he should nevertheless be examined under certain conditions. That Act was virtually superseded by Lord Denman's Act,† which provided "that no person offered as a witness shall be hereafter excluded, by reason of incapacity from crime or interest, from giving evidence either in person or by deposition, and "that notwithstanding such person may have an interest in the matter in question, or in the event of the trial of any issue, matter, question, or inquiry, or may have been previously convicted of any crime or offence," he should still be an admissible witness. The Act, however, expressly excluded the parties to a suit, together with the husband or wife of such party. When, however, three years afterwards the County Courts' Act was passed, whereby parties to suits in those courts, together with their husbands, wives, and all other persons were rendered competent witnesses, no evils were found to arise from these concessions, the much dreaded perjury was not found to be more rife than under the old exclusive system; yet it was not until a probation of six years that the Legislature was induced to extend the rule to all other civil tribunals. By Lord Brougham's Act of 1851‡ parties to suits, and the persons in whose behalf any suit or action was brought, were rendered compent and compellable to give evidence therein. That Act, however, contained those exclusions of evidence which have induced me to draw your attention to them: "No person who in any criminal proceeding is charged with the commission of any indictable offence, or any offence punishable on summary conviction," was to be competent or compellable to give evidence for or against himself; nor were "husband or wife in any criminal proceeding to be competent or compellable to give evidence for or against each other;" nor were "the parties in any suit instituted in consequence of adultery, or in any action for breach of promise of marriage," to be admitted as witnesses therein. In 1853, Lord Brougham again induced the Legislature to widen the law of evidence. By the 16 & 17 Vict., c. 83, the exclusion of the evidence of husband and wife, when opposed to each other, was abolished as far as civil proceedings were concerned, but in criminal proceedings, and in any proceeding instituted in consequence of adultery, they were still declared to be neither competent nor compellable to give evidence. Thus the law of evidence now stands in these particulars, and thus it is now administered in our courts. The changes that have taken place are admitted to be improvements, and I would ask whether the further relaxations I have suggested should not be carried out.

To begin, then, with my first proposition: "That persons charged with a criminal offence should, on their trial, be permitted, if they think fit, to give their own evidence on oath to clear themselves of the charge against them, subject to cross-examination." I am aware that this is no novel proposition. It has already been brought before this society on two occasions: First by Mr. Pitt Taylor, the learned author of that work on evidence which is deservedly treated as the standing authority on the subject in 1860, and again by Mr. Mackenna, of the Irish Bar, at the Dublin meeting in 1861. Mr. Taylor strongly approved of, Mr. Mackenna expressed himself adverse to, the proposed change. His chief objection was, that it would tend to the prejudice of a prisoner if he refused to be sworn, and that if he tendered his evidence, he might, under cross-examination betray himself; and that it were better he should be compelled to remain silent. In the discussion, however, which followed, that view was not generally adopted. Under the present rule, which precludes a person charged with a criminal offence from being heard on his oath in his defence, a flagrant injustice may be and often is committed. In some cases it is in the power of a complainant to proceed against an alleged offender either by a criminal or civil proceeding; he often selects the former, because in that case the defendant cannot be heard in his defence, whereas, in a civil court, he is allowed to rebut or explain away the charge on oath. Ought it to be left in the power of any man to select a criminal tribunal in order to silence his adversary? I feel that I cannot better support the change I am advocating than by quoting the words of Mr. J. Napier (ex-Chancellor of Ireland) in his address to the Jurisprudence Department of this society on that occasion.

"Although parties in a civil suit are competent and compellable to give evidence in that suit, an accused person cannot be called as a witness in his own behalf, in a criminal proceeding; an accomplice in a murder, who becomes an approver, interested in earning a full pardon, is a competent witness. The party accused is, indeed, permitted to make a statement, but he cannot maintain it by his oath, nor submit it to the test of cross-examination; so that if it be true, its value is unjustly depreciated. There is no case, I am confident, in which an innocent man who is put upon his trial does not feel the injustice of the existing law. There are cases in which no one but the accused could expose the falsity of the accusation; and there are cases also in which the accusation would not have been made, not, perhaps, even contemplated, but for the very rule which may screen it from exposure."

The second proposition I would advance is, "that husbands and wives should be rendered competent and compellable to give evidence for or against each other in criminal as well as in civil cases." This question was also brought before this society, in the paper of Mr. Pitt Taylor, to which I have alluded; he gives some brief but cogent answers to the objections raised against the admission of married parties as witnesses for or against each other in criminal trials. Although what I may add to what he has advanced on the subject may lack weight in comparison, I will venture to give some additional reasons why this restriction on evidence should be no longer enforced.

The regard for the affection, sympathy, and confidence, which ought to exist between husband and wife, has prompted it, and we cannot but respect that consideration; it would be a painful thing to witness the conviction of a husband or wife by the evidence of either, but we are often compelled to witness the proof of the guilt of a parent by the evidence of the child, or the child by that of the parent,

* 3 & 4 Will. 4, c. 42. † 6 & 7 Vict. c. 85.
‡ 14 & 15 Vict. c. 99.

a violation of our feelings no less revolting. In trials for bigamy, the woman with whom the second marriage is had is a competent witness; she may in fact be a legal wife, since the first marriage may be invalid, or, if not, she may be as much attached to the prisoner as if she were. Again, in such trials, the legal wife is not a competent witness, she cannot be heard either to prove or disprove the charge, and thus justice often miscarries.

In common cases of assault, married parties are sentenced to fine and imprisonment on the testimony of each other, and no objection is raised. In suits for necessaries supplied to the wife, if the marriage be denied, this testimony will be received; and in courts of equity they may depose in support of their several adverse claims. In the Divorce Court, both or either of them are competent and compellable to give evidence of cruelty or desertion, or of the misconduct provoking such acts, although the question of adultery may also be in issue. Again, in suits for nullity of marriage, the *quasi*-husband and wife are competent and compellable witnesses, and have been heard for and against each other, although it was obvious that revolting disclosures must be made; and lastly, the judge of the Divorce Court has the power, which he has frequently exercised, of calling the petitioner before him to test the sincerity of his proceedings and his conduct towards his wife. It requires, then, but a step further to render married parties competent and compellable to give evidence, whether in favour of themselves or against each other, in every issue that can be raised.

My third proposition is, "That parties to a suit, of whatever nature, should be rendered competent and compellable to give evidence for or against each other." Lord Brougham's Act of 1851 contained the proviso (insisted on, as is said, by the then Lord Chancellor Truro), "That parties to a suit instituted in consequence of adultery, or in any action for breach of promise of marriage, should not be admitted as witnesses therein." It was, no doubt, a regard for morality, and a desire to prevent exposure and also perjury, which prompted the adoption of these provisoes, added to the fear of losing the enactment altogether if they were resisted. It was said in support of them, that a wife charged with adultery should not be compelled to declare her own infamy; "no person is bound to criminate himself," is the lenient but just maxim of English jurisprudence; but on the other hand, it was said that she might be the only person capable of explaining away the suspicions against her, of establishing her innocence, and that the latter consideration ought to outweigh the former.

To show the anomalies that may arise from excluding the evidence of parties to suits instituted in consequence of adultery, I need only refer to the case of *Evans* v. *Robinson*,* decided just before the creation of the Divorce Court.

In a case very recently before the Divorce Court,† a wife petitioned for a judicial separation by reason of her husband's cruelty; he replied by charging her with adultery. In that suit the wife was a competent witness, and the alleged adulterer was also produced to sustain the adultery charged. The jury found that the cruelty of the husband was established, but that the adultery of the wife was not. Whereas, in a cross-petition by the husband, charging his wife with adultery, neither the wife's testimony, nor that of the alleged adulterer, the co-respondent, could be received. The Court was moved on the part of the wife, to allow the verdict in the first suit to be pleaded, in order to supply the want of proof in the second suit arising from the incompetence of the witnesses, but the Judge Ordinary (Sir J. Wilde) refused the motion, saying, "That the law distinctly declared that the adultery of the wife should be twice tried, because in one case it should be tried by one species of evidence, and in the other by another and a different species of evidence. In the suit by the wife, both she and the alleged adulterer were competent witnesses, and in the suit by the husband they were not. All the Court could do was to administer the law as it existed. The suit must therefore proceed. It was no answer to the petitioner that the wife (the respondent) had obtained a verdict upon evidence which was not admissible in this suit."

The decision of the full Court of Divorce in the famous case of *Robinson* v. *Lane*, 1 Sw. & Tr., 388, led to the insertion in the Divorce Court Amendment Act of a clause, enabling the Court to dismiss a co-respondent from the suit should the evidence not affect him.

This is a slight relaxation of the rule which excludes the evidence of a co-respondent, but it is obvious that it must be a very exceptional case in which, during the progress of the inquiry, it may transpire that the evidence does not directly affect a co-respondent. This relaxation is, then, of no very great value, and the rule still practically exists that no party to a suit instituted in consequence of adultery is an admissible witness. It is true that the judge of the court may, *ex proprio motu*, examine the petitioner, but he can put no question either to him or her to elicit whether he or she has been guilty of adultery. Wherever, however, desertion or cruelty is alleged, whether coupled with adultery or not, either party is competent to give evidence on those questions where the suit is for dissolution of marriage, but not, strange to say, where a judicial separation only is sought, on the ground of adultery coupled with desertion or cruelty. This, no doubt, was an oversight on the part of the Legislature. In actions for breaches of promise of marriage, the woman, the plaintiff, would be the most important witness in support of her case;* in an action for damages, by reason of a breach of contract, the evidence of the plaintiff is received, and why not in an action for breach of promise of marriage, which is, in fact, a breach of contract? On the other hand, the defendant might explain away all or much that was adduced to fix him with the promise. In actions for seduction, and in suits for nullity of marriage, the woman gives evidence subject to cross-examination, at times of a very disagreeable and painful nature.

My last proposition is—"That judges should be empowered to summon before them any person to give evidence they may think necessary, whether in a criminal trial or civil case, and that they should be empowered to adjourn the trial or case for that purpose." It not unfrequently occurs that a witness who might give important testimony touching the facts or merits of a case, is designedly kept back by a plaintiff or defendant, who knows that if that person were called to give evidence, it would weaken if not destroy his case, whereas, if the judge had the power of summoning any person before him whose evidence he conceived might be of value, and were enabled to adjourn the case for that purpose if the witness were not at hand, the ends of justice would not be so often defeated, nor should we hear counsel complaining, whether honestly or not, of important testimony being withheld for fear of weakening his opponent's case. In the case of *Gedney* v. *Smith*, recently before the Master of the Rolls, relative as to the birth of a child, if the *accoucheur* who was represented to have been present at the alleged birth had been produced as a witness, at the instance of the judge (neither plaintiff nor defendant being willing to do so), a few brief questions would have put an end to the inquiry.

An inconvenience, however, naturally suggests itself here—viz., the adjournment of the case. Where the trial takes place before a judge without a jury no difficulty can arise, but I must admit that where a jury is concerned, it might be inconvenient, and sometimes impracticable, to secure the attendance of the same jury at the re-hearing of the case. Again, in criminal trials, a prisoner is ofttimes prevented from producing evidence which might exculpate him by want of means or other causes. This raises a painful and very difficult question. It is often said, with more point than truth, that there is one law for the rich and another for the poor. Let us endeavour to prevent this approbrium being cast upon English justice. Might not something be done whereby a poor man might be assisted in procuring evidence at the public cost to prove his innocence? If we do ever have a minister of justice, as I trust we some day shall have, let us hope that his title will not be merely nominal, and that his attention may be turned to this subject.

Another objection may be urged, viz., that a person charged with an offence has a right to have the charge against him established at once; that the evidence is not to be produced piecemeal; that if the trial might be adjourned, those for the prosecution would do so if they found their chain of evidence incomplete, but I would answer that it should only be done when there was to the judge an apparent justifiable substantive ground for it, as is the case when a trial is adjourned before it commences. It is true it may tend to prove guilt; but, on the other hand, it may tend to prove innocence.

I have now briefly, but I fear imperfectly, expressed the views that I, in common with some others, entertain on the pre-

* The circumstances of this case are too well known to need recapitulation here.

† *Bancroft* v. *Bancroft*, D. C. Nov. 16, 1864.

* So far are we from agreeing in this view, that we think a Statute of Frauds ought to be passed, excluding all evidence unauthenticated by writing in these actions.—Ed. *S. J.*

sent state of our law of evidence. I trust it is a subject not unworthy the consideration of this society; I trust it will furnish another endeavour on our part towards the amendment and improvement of our laws, and thus we shall, as I conceive, confer an essential benefit on the community at large.

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EXAMINATIONS OF ARTICLED CLERKS.

Final Examination.

The examiners have appointed Tuesday, the 25th, and Wednesday, the 26th April, 1865, for the examination of persons applying to be admitted attorneys. The examination will commence at ten o'clock in the forenoon of each day, in the hall of the Incorporated Law Society, Chancery-lane, and close at four o'clock; candidates to attend at half-past nine o'clock.

Regulations as to articles of clerkship and assignment, &c., according to he tregulations approved by the judges, must be left with the secretary on or before Thursday the 13th April. In the case of articles executed after the 1st January, 1861, the certificate of having passed the intermediate examination should be left at the same time; and articles and testimonials of service already deposited should be re-entered, the fee * paid, and the answers completed on or before the 13th April.

Candidates who apply to be examined under the 4th section of the Attorneys' Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 13th April.

Where the articles have not expired, but will expire during the term, or in the vacation following such term, the candidate may be examined conditionally; but the articles must be left on or before the 13th April, and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them, as to the time served with each respectively. No candidate will be examined who shall not have complied with these conditions, or whose testimonials as to service or conduct shall not be satisfactory to the examiners.

On the first day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary; 2. Common and statute law, and practice of the courts; 3. Conveyancing.

On the second day, further papers will be delivered to each candidate, containing questions to be answered in—4. Preliminary; 5. Equity, and practice of the courts; 6. Bankruptcy, and practice of the courts; 7. Criminal law, and proceedings before justices of the peace.

Each candidate is required to answer all the preliminary questions (Nos. 1 and 4); and also to answer in three of the other heads of inquiry—viz., common law, conveyancing, and equity. The examiners will continue the practice of proposing questions in bankruptcy and in criminal law and proceedings before justices of the peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

Intermediate Examination.

The examiners have appointed Thursday, the 27th April, 1865, for the intermediate examination of persons under articles of clerkship to attorneys. Candidates for examination are to attend on that day at half-past nine in the forenoon, at the hall of the Incorporated Law Society, Chancery-lane. The examination will commence at ten o'clock precisely, and close at four o'clock.

Regulations as to articles of clerkship &c., according to the regulations approved by the judges, must be left with the secretary on or before Friday, the 7th April; and articles and testimonials of service already deposited should be re-entered, the fee † paid, and the answers completed, on or before the 7th April. No candidate will be examined who shall not have complied with these conditions, or whose testimonials as to service or conduct shall not be satisfactory to the examiners.

* Fifteen Shillings. † Five Shillings.

On the day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, selected from the works specified by the examiners; and a paper of questions on book-keeping.

Candidates who apply to be examined under the 4th section of the Attorneys' Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 7th April.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday, the 28th March, Mr. Bradford in the chair, the following question was discussed—viz., "Would it be desirable to extend the franchise?"

Dr. Shoard opened the question in the negative. After several other members had spoken upon the question, the debate was adjourned to the 11th April.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

Last Quotation, March 30, 1865.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 89½	Annuities, April, '85, —
Ditto for Account, 89⅝	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 87⅛	Ex Bills, £1000, 6 per Ct. 3s pm
New 3 per Cent., 87⅜	Ditto, £500, Do, par 3s pm
Do. 3½ per Cent., Jan. '94 —	Ditto, £100 & £200, Do. 3 pm
Do. 2½ per Cent., Jan. '94 71	Bank of England Stock, 5½ per Ct. (last half-year), —
Do. 5 per Cent., Jan. '73 —	Ditto for Account, — x.d.
Annuities, Jan. '80,	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74, 214½	Ind. Enf. Pr., 5 p C., Jan. '72, 100¾
Ditto for Account, —	Ditto, 5½ per Cent., May, '79, —
Ditto 5 per Cent., July, '70, 105⅜	Ditto Debentures, 4 per Cent., April, '64 —
Ditto for Account, 105	Do. Do., 4 per Cent., Aug. '66, 99½
Ditto 4 per Cent., Oct. '88 —	Do. Bonds, 4 per Ct. £1000, 15s pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 11s pm
Ditto Enfaced Ppr., 4 per Cent. —	

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	96
Stock	Caledonian	100	128¼
Stock	Edinburgh and Glasgow	100	87
Stock	Glasgow and South-Western	100	109
Stock	Great Eastern Ordinary Stock	100	48
Stock	Do., East Anglian Stock, No. 2	100	8
Stock	Great Northern	100	130
Stock	Do., A Stock*	100	144
Stock	Do., B Stock	100	131
Stock	Great Southern and Western of Ireland	100	90
Stock	Great Western—Original	100	73¾
Stock	Do., West Midland—Oxford	100	50
Stock	Do., do.—Newport	100	49
Stock	Do., do.—Hereford	100	100
Stock	Lancashire and Yorkshire	100	116½
Stock	London and Blackwall	100	86
Stock	London, Brighton, and South Coast	100	105½
Stock	London, Chatham, and Dover	100	37½
Stock	London and North-Western	100	118½
Stock	London and South-Western	100	96½
Stock	Manchester, Sheffield, and Lincoln	100	58⅜
Stock	Metropolitan	100	128
10	Do., New	£4:10	6½
Stock	Midland	100	133¾
Stock	Do., Birmingham and Derby	100	103
Stock	North British	100	53
Stock	North London	100	120
10	Do., New, 1864	5	6½
Stock	North Staffordshire	100	77¾
Stock	Scottish Central	100	144
Stock	South Devon	100	59
Stock	South-Eastern	100	84½
Stock	Taff Vale	100	158
10	Do., C	3	4 pm
Stock	Vale of Neath	100	110
Stock	West Cornwall	100	48

* A receives no dividend until 6 per cent. has been paid to B.

The Credit Foncier and Mobilier of England, in conjunction with the Imperial Mercantile Credit Association, receive subscriptions for the capital of the Millwall Freehold Land and Docks Company, incorporated by Act of Parliament, on the 25th of July last, under the title of the Millwall Canal Company. The undertaking appears to possess many elements of success. The capital is fixed at £510,000, in 25,500 shares of £20 each, on which £1 is to be paid on application, and £4 on allotment.

COURT PAPERS.

CHANCERY VACATION NOTICE.

During the vacation, until further notice, all applications which are necessary to be made at the judges chambers, are to be made at the chambers of the Vice-Chancellor Kindersley. Any application which it may be found necessary to make during the Easter vacation, for special injunctions or writs of *ne exeat regno*, must be made on production of copy of the bill, certificate of bill filed, and office copies of the affidavits in support, and at his Honour's Chambers information will be given of the time and place at which the application may be made.

The Chambers of the Vice-Chancellor Kindersley will be open from 11 to 1 on each of the following days, viz. :—April 4th, 5th, 6th, and 7th.

THE FINANCIAL INSURANCE COMPANY.—This company was established last year, and the prospectus states it has influential Boards in Paris, Florence, and the Mauritius, besides having one thousand agents in France. The capital is one million in 50,000 shares of £20 each, only 25,000 are to be issued in the first instance, 10,000 being reserved for France.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL HOTEL.

March 24.—By Messrs. NORTON & TRIST.

Freehold property, situate in High Timber-street, Upper Thames-street, comprising nearly the whole of Brook's Wharf, Hammond's Wharf, and other premises, containing an area of nearly 23,000 feet—Sold for £34,000.

Policy of assurrnce, effected in the Equitable Life Office, for £700, on the life of a gentleman aged 75 years; also an annuity of £100 payable half yearly during the same life—Sold for £2,620.

AT GARRAWAY'S.

March 24.—By Messrs. CUTTEN & DAVIS.

Building land in the rear of Northumberland Park-road, Tottenham, containing 2a 2r 21p—Sold for £1,030.

Leasehold residence, being No. 57, Torriano-avenue, Camden-town; let at £44 per annum; term, 92 years from 1862; ground-rent, £6 per annum—Sold for £425.

March 27.—By Messrs. DANIEL CRONIN & SONS.

Freehold wine and spirit establishment, known as the Red Horse, Milford-lane, Strand—Sold for £1,750.

By Messrs. CRAFTER & SON.

Lease, &c., of the Pier Tavern, Manchester-road, Cubitt-town; term, 49 years unexpired, at a rent of £100—Sold for £4,060.

March 28.—By Messrs. DANIEL CRONIN & SONS.

Leasehold, the Bee Hive public-house, and piece of land at the side, situate at the corner of Warner-street, New Kent-road; term, 25 years from 1863, at the rent of £75 per annum—Sold for £2,150.

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

CUNNINGHAM—STEER—On March 22, at the British Embassy, Frankfort-on-Maine, A. B. Cunningham, Esq., Royal Artillery, to Georgianna G., daughter of C. Steer, Esq, Judge of Supreme Court, Calcutta.

EVANS—SMITH—On March 20, at St. George's, Hanover-square, W. Evans, Esq., Solicitor, Isleworth, and Coleman-street, to Susannah J., widow of the late A. S. Smith, Esq., and daughter of the late J. Laming, Esq., Isle of Thanet.

MATVEIEFF—PRING—On Jan. 3, at St. John's, Brisbane, Queensland, Alexey F. Matveieff, Esq., to Elizabeth, daughter of the late Thos. Pring, Esq., Clerk of the Peace for the county of Devon, and sister of the Hon. Ratcliffe Pring, Attorney-General of Queensland.

DEATHS.

FENDALL—On March 17, at Bauman-street, Portland-place, T. H. Fendall, Esq., son of the late Hon. J. Fendall, Esq., Member of Council, and Judge in Calcutta.

COLLINSON—On Dec. 22, at Auckland, New Zealand, G. F. Lindesay, son of R. Collinson, Esq, of Scarborough, Solicitor, aged 21.

LLEWELLEN—On March 22, Lavinia, widow of the late Henry Llewellen, Esq., Solicitor, of Noble-street, City.

MIDWOOD—On Jan. 30, at Hobart Town, Tasmania, C. W. Midwood, Esq., Solicitor, aged 48.

TRESLOVE—On March 24, at Bath, Emily, Widow of the late J. C. Treslove, Esq., Q.C.

WATKINS—On March, 25, at Dalston, Ann E., daughter of the late G. Watkins, Esq., Solicitor, aged 66.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

GORE, Rev. CHARLES, Henbury, Gloucester, deceased, DANIEL CLUTTERBUCK, Bradford, Esq., deceased, PHILIP HAYWARD, Chew Stoke, Somerset, Esq., deceased, and EDWARD SAMPSON, Esq., Henbury, deceased. £4,053 1s. 4d. £3 5s. per Cent. Annuities—Claimed by Edward Sampson, sole executor of E. Sampson, deceased, the survivor.

MARTIN, ANTHONY, Evesham, Worcestershire, Surgeon. £21 6s. 7d. Consolidated £3 per Cent. Annuities—Claimed by said A. Martin.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, March 24, 1865.

LIMITED IN CHANCERY.

Littlehampton, Harve, and Honfleur Steam Ship Company (Limited).—Creditors are required, on or before the 25th April, to send their names and addresses, and the particulars of their debts or claims, to Lewis Henry Evans, 15, King-st, Cheapside. Tuesday, the 2nd May at 1 is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, March 28, 1865.

LIMITED IN CHANCERY.

Brighton Club and Norfolk Hotel Company (Limited).—Petition for winding-up, presented March 24, directed to be heard before the Master of the Rolls, April 22. Linklater & Hackwood, Walbrook, agents for Mills, Brighton, solicitor for the petitioner.

Madrid Bank (Limited).—Order to wind-up, made by the Master of the Rolls, March 18. Treherne & Wolferstan, Aldermanbury, Solicitors for the petitioner.

Pontnewynydd Iron Works Company (Limited).—Petition for winding-up, presented March 20, directed to be heard before the Master of the Rolls, April 15. Thomas & Hollams, Mincing-lane, Solicitors for the petitioner.

Friendly Societies Dissolved.

FRIDAY, March 24, 1865.

Sheet Anchor Friendly Society, Sheet Anchor Tavern, Dundas-st, Monkwearmouth-st, Durham. March 16.

General Provident Sick and Burial Society, City-rd Academy, City-rd, Hulme, Manch. March 12.

Lyndhurst Friendly Society, Stag Inn, Lyndhurst, Southampton. March 16.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March 24, 1865.

Andrews, Rev Wm, Postwick, Norfolk. April 21. Nalder *v* Andrews. V. C. Kindersley.

Burrell, Thos Houghton, Lpool, Hotel Keeper. April 10. Burrell *v* Smith, V. C. Wood.

Cross, Jas, jun, Wardle, nr Rochdale, Lancaster, Woollen Manufacturer. April 24. Cross *v* Cross, M. R.

Crossley, Richd, Edge-lane, West Derby, Lancaster. April 19. Symmington *v* Whitehead, V. C. Wood.

Fayre, Caroline, Clapham-rd-pl, Widow. April 22. Burckhardt *v* Baumgartner, M. R.

Gillett, Geo, Biddestone St. Nicholas, Wilts, Gent. April 15. Gillettt *v* Gaine, V. C. Kindersley.

Gordon, Geo, Howley-pl, Paddington, Esq. April 24. Birkmyre *v* Hume, V. C. Stuart.

Magnus, Lazarus Simon, Adelaide-pl, London-bridge, Merchant. April 24. Castello *v* Magnus, M. R.

Hewlett, Fras Rufford, Leyton, Essex, Farmer. April 26. Hewlett *v* Blackman, M. R.

Webb, Richd Thos, Worthing, Sussex, Merchant. April 15. Webb *v* Nichols, M. R.

TUESDAY, March 28, 1865.

Brancker, Peter Whitfield, Wavertree, nr Lpool, Esq. April 25. Brancker *v* Brancker, M.R.

Halton, Wm Thos, Lower-ter, Lower-rd, Islington, Undertaker. May 1. Halton *v* Halton, V.C. Kindersley.

Haywood, Thos, Hereford, Draper. April 28. Copestake *v* Hayward, M.R.

Hughes, John Wigg, Twyford, Buckingham, Yeoman. April 28. Hughes *v* Hughes, M.R.

Pope, Thos, Kenilworth, Warwick, Comb Maker. April 20. Butler *v* Payton, M.R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 24, 1865.

Ackroyd, Sophia, St John's Wood-rd, Widow. Aug 1. Bower & Co, Chancery-lane.

Adshead, Jas, Acres-bank, Ashton-under-Lyne, Esq. May 1. Taylor.

Bacon, Geo Wm, Venice, Esq. May 22. Jennings & Son, Bennett's-hill, Doctors'-commons.

Eaton, Eliz, Croydon, Widow. May 27. Drummonds & Co, Croydon.

Heath, Hannah, Bristol, Widow. April 15. Benson, Bristol.

Holt, Thos Glover, Chertsey, Surrey, Gent. April 10. Reynell, Staple-inn.

Jones, Christopher Whittenbury, Manch, Corn Merchant. June 18. Makinson & Son, Manch.

Lyle, Jas, Old Bond-st, Grocer. May 1. Heather & Son, Paternoster-row.

McClelland, John, Whetstone, Middlesex, Gent. April 22. Hammond, Furnival's-inn.

Moy, John, Colchester, Essex, Gent. April 30. Turner & Co, Colchester.

Pulley, Chas Horton, Upper Homerton, Middx, Gent. June 1. Flower, Bedford-row.

Rawson, Thos Wm, Halifax, York, Gent. May 1. Adam & Emmet, Halifax.

Rudland, Frances, Bath, Somerset, Widow. April 16. Reynell, Staple-inn.

Stoddard, Wm, Walsall, Stafford, Victualler. Sept 29. Wilkinson, jun, Walsall.

Vignoles, John, Lane's Hotel, Piccadilly, Commander R.N. April 24. Williamson & Co, 6 St James-st.

TUESDAY, March 28, 1865.

Ainsworth, Eliz, Sheffield, York, Widow. May 1. Fretson.

Benett, Wilhelmina Amelia, Fareham, Southampton, Spinster. April 30. Paddon & Provis, Fareham.

Hill, Thos, Newcastle-under-Lyme, Builder. May 15. Knight & Udall, Newcastle-under-Lyme.
Hodges, Wm, Washington, Sussex, Gent. April 29. Tribe & Green, Worthing.
Hunter, Jas, Bloomsbury-st, Gent. May 1.
Patton, Masterman, Malty, York, Yeoman. May 13. Crosby, Stockton.
Rickards, Susannah, Charles-mews, Paddington, Livery Stable Keeper. May 1. Lewis, Gt Marlborough-st.
Symonds, Edwd, West Horsley, Surrey, Farmer. June 14. Curtis, Guildford.
Thompson, Wm, Elsdon, Northumberland, Yeoman. May 1. Ingledew & Daggett, Newcastle-upon-Tyne.
Webb, Wm Spencer, Clarendon-gardens, Maida-hill. May 25. Prall & Nickinson, Chancery-lane.
Welchman, John Hy, Opera-arcade, Haymarket. May 1.

Assignments for Benefit of Creditors.

FRIDAY, March 24, 1865.

Davies, David, Llanidloes, Montgomery, Flannel Manufacturer. March 4. Jenkins, Llanidloes.

TUESDAY, March 28, 1865.

Broadfoot, Geo, Bradford, York, Draper. March 16. Cater, Bradford.
Monk, Chas, Oswestry, Salop, Stationer. March 20. Davies.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, March 24, 1865.

Andrews, Hugh, Old Fish-st, Machine Sewer. March 10. Comp. Reg March 21.
Baddeley, Thos, Wellington, Salop, Ironmonger. March 21. Conv. Reg March 24.
Badge, Noto, Cardiff, Glamorgan, Surgeon. March 11. Asst. Reg March 23.
Blatchley, Wm, Kirkdale, nr Lpool, Baker. March 13. Conv. Reg March 23.
Booker, Geo, Sheffield, York, Grocer. Feb 22. Conv. Reg March 22.
Bradley, Fredk, Leamington Priors, Warwick, Surgeon. March 7. Comp. Reg March 23.
Bragg, Wm Bazing, Bootle, Lancaster. March 11. Comp. Reg March 22.
Brandt, Marcus, Manch, Felt Hat Manufacturer. March 3. Comp. Reg March 21.
Briggs, Saml, & Joseph Moore Derham, Kingston-upon-Hull, Ironmasters. March 1. Inspectorship. Reg March 23.
Cannon, Edwd Wm, Hart-st, Bloomsbury, Auctioneer. Feb 27. Comp. Reg March 24.
Buckle, Joseph, Weston-super-Mare, Somerset, Confectioner. Feb 27. Comp. Reg March 22.
Cheston, Thos Chas, Birm, Gent. March 10. Conv. Reg March 24.
Coombes, Saml, West Hartlepool, Durham, Rag Merchant. Feb 24. Comp. Reg March 23.
Coultrup, Jno, Chatham, Kent, Draper. March 1. Comp. Reg March 21.
Gravatt, Thos, Brooksby-walk, Homerton, Law Stationer. Feb 20. Asst. Reg March 20.
Dax, Rich, Brecon, Brecknock, Saddler. Feb 22. Conv. Reg March 21.
Dean, Wm, Batley, York, Cloth Manufacturer. March 18. Arr. Reg March 23.
Dix, Wm, Newport, Monmouth, Grocer. Feb 24. Asst. Reg March 23.
Dumas, Arthur Jas, Chapel-st, Belgrave-sq, Gent. Feb 24. Asst. Reg March 21.
Ellis, Thos, Bristol, Engineer. Feb 25. Conv. Reg March 23.
Fletcher, Mary, Dudley, Worcester, Nail Ironmonger. Feb 23. Comp. Reg March 22.
Fox, Wm, Liverpool, Cotton Broker. March 18. Comp. Reg March 24.
Gardner, Thos, Jeffrey's-rd, Clapham-rise, Brickmaker. March 13. Comp. Reg March 22.
Gaze, Wm Jno, Hammersmith, Draper. March 1. Comp. Reg March 21.
Gee, Hy Freer, Birm, Grocer. March 15. Comp. Reg March 21.
Hames, Wm Barham, Birm, Draper. Feb 20. Release. Reg March 22.
Hoffman, Geo Fredk, Lpool, Merchant. March 4. Asst. Reg March 24.
Holton, Edwards Mathews, Gravesend, Kent, out of business. March 17. Arr. Reg March 23.
Hooks, David, Newark-upon-Trent, Nottingham, Draper. March 8. Comp. Reg March 22.
Howorth, Robt, Manch, Drysalter. Feb 22. Asst. Reg March 22.
Jackson, Benj Saml, Horningsham-villas, Upper Holloway, Dentist. March 14. Comp. Reg March 21.
Jackson, Thos, Isle of Man, Contractor. Dec 31. Inspectorship. Reg March 23.
Kaye, David, Lpool, Draper. March 20. Comp. Reg March 24.
Kaye, Ephraim, & Joseph Kaye, Hallifax, York, Woollen Manufacturers. March 17. Asst. Reg March 24.
King, Josiah, Birm, Grocer. Feb 28. Comp. Reg March 23.
Körmöczy, Stefan von, Cardiff, Glamorgan. March 3. Asst. Reg March 21.
Lymn, Parnham John, Nottingham, Bonnet Front Manufacturer. Feb 27. Comp. Reg March 23.
Moore, Wm, Wednesbury, Stafford, Coach Axletree Manufacturer. March 1. Conv. Reg March 22.
Nathan, Hy Yates, Birm, Jeweller. Feb 27. Asst. Reg March 24.
Nelson, Rich, Leeds, York, Draper. March 1. Comp. Reg March 22.
Pears, Wm, jun, Aston, Warwick, Beer Retailer. March 8. Comp. Reg March 23.
Ramuz, Francis Wm, Stratford, Wine Merchant. March 20. Comp. Reg March 22.
Reid, Jno, Dudley, Worcester, Travelling Draper. Feb 28. Asst. Reg March 22.
Schofield, Thos, Jas Schofield, and Hy Thos Clementson, Micklehurst, Chester, Cotton Spinners. Feb 24. Comp. Reg March 24.
Sharples, John, Preston, Lancaster, Perfumer. March 13. Asst. Reg March 24.
Shedwick, Hy, Brighton, Sussex, Tobacconist. Feb 22. Conv. Reg March 22.
Singlehurst, Wm, Lpool, Broker. Feb 22. Conv. Reg March 24.
Smiles, Chas Fredk, Crosby Hall-chambers, Bishopsgate-st, Wine Merchant. March 6. Comp. Reg March 23.
Smith, David Kennedy, Shrewsbury, Salop. March 21. Comp. Reg March 24.
Southgate, Hy, Fleet-st, Book Auctioneer. March 17. Inspectorship. Reg March 22.
Squire, Geo, Harleston, Norfolk, Tailor. March 21. Comp. Reg March 22.
Terry, Geo Shirley, York, Gent. March 1. Conv. Reg March 21.
Wheeler, Benj, Nottingham, Plumber. Feb 28. Conv. Reg March 21.
Wheeler, John, Bristol, Grocer. March 13. Comp. Reg March 21.
Whittaker, John, Ramsbottom, Lancaster, Cotton Spinner. Feb 23. Asst. Reg March 23.
Williams, David Hy, Bedwellty, Monmouth, Grocer. Feb 23. Conv. Reg March 23.
Wilson, Joseph, Batley Carr, York, Joiner. March 21. Comp. Reg March 24.

TUESDAY, March 28, 1865.

Adye, Arthur, jun, Chippenham, Wilts, Solicitor. March 9. Comp. Reg March 27.
Barrow, Edwd, Winton Patricroft, Manch, Grocer. March 6. Conv. Reg March 27.
Blacklin, Richd, Heighington, Durham, Gent. March 13. Conv. Reg March 25.
Bodman, Jas, Bath, Victualler. March 4. Conv. Reg March 27.
Bowcock, John, Manch, Yarn Dealer. Feb 28. Conv. Reg March 27.
Bridge, Frank, Oldham, Lancaster, Cotton Waste Dealer. March 15. Comp. Reg March 28.
Brooks, Edwd, Threadneedle-st, Accountant. March 24. Comp. Reg March 25.
Bryan, Wm, Bilston, Stafford, Grocer. March 23. Conv. Reg March 25.
Bryant, Hy, Dartford, Kent, Draper. Feb 25. Comp. Reg March 24.
Bunting, Richd, Sheffield, Cutlery Manufacturer. March 7. Comp. Reg March 27.
Clark, John, Bath, Somerset, Organ-Builder. March 6. Asst. Reg March 27.
Dean, Wm Hy, Lindley, Huddersfield, Manufacturing Chemist. March 14. Comp. Reg March 27.
Drayson, Valentine, Gravesend, Kent, Grocer. March 3. Asst. Reg March 24.
Eaton, Austin, Northampton, Tailor. March 24. Comp. Reg March 25.
Fairbrother, Wm, Bury, Lancaster, Agent, John Schofield, Ramsbottom, Lancaster, Cotton Spinner, & Joshua Newton, Manch, Agent. March 1. Inspectorship. Reg March 28.
Galt, Thos, Monkwearmouth Shore, Durham, Rope Maker. March 10. Comp. Reg March 25.
Groffman, Ebenezer, Lpool, Baker. March 18. Comp. Reg March 28.
Hancock, Chas, Cuckfield, Sussex, Gent. March 23. Asst. Reg March 27.
Holden, Maria, Louth, Lincoln, Grocer. March 6. Conv. Reg March 25.
Hope, John, Ramsgate, Kent, Grocer. March 1. Asst. Reg March 28.
Jones, Jas, Nottingham, Wine and Spirit Merchant. March 25. Conv. Reg March 27.
Kingston, Hy, South Penge-park, Surrey, Beerhouse Keeper. March 14. Comp. Reg March 24.
Lilly, Christopher, Bristol, Miller. March 4. Comp. Reg March 28.
Lyon, Hy Isaac, Store-st, Bedford-sq, Oilman. March 23. Comp. Reg March 25.
Mason, Thos, Chesterfield, Derby, Corn Dealer. Feb 25. Conv. Reg March 24.
Moore, Wm, Manch, Comm Agent. March 4. Conv. Reg March 24.
Nathan, John, & Louis John Nathan, Houndsditch, Wholesale Clothiers. March 2. Comp. Reg March 27.
Newsome, Chas, Coventry, Ribbon Manufacturer. March 25. Comp. Reg March 27.
Nyberg, Edwd, Bucklersbury, Merchant. March 24. Comp. Reg March 27.
Osborne, Jas, Church-st, Bethnal-green, Attorney's Clerk. March 18. Comp. Reg March 28.
Owen, Stephen Richd, Olney, Buckingham, Shoe Manufacturer. Feb 28. Comp. Reg March 27.
Peckham, Hy, Christchurch, Southampton, Draper. March 3. Comp. Reg March 24.
Phillips, Maximillian, Harp-lane, Tower-st, Wine and Spirit Merchant. March 13. Comp. Reg March 23.
Pike, Saml, Gt Yarmouth, Sailmaker. March 3. Conv. Reg March 27.
Reynolds, Geo Walde, Smethwick, Stafford, Manufacturer of Steel Crinoline. March 1. Conv. Reg March 27.
Richardson, Joseph, Manch, Grocer. March 23. Comp. Reg March 27
Richardson, Ralph Burlinson, Leeds, Woollen Merchant. March 6. Comp. Reg March 27.
Roberts, Joseph, Carmarthen, Draper. March 2. Conv. Reg March 25.
Roe, Wm, Charlewood-st, Pimlico, Architect. March 10. Arr. Reg March 25.
Taylor, Wm, Hardwick-pl, Commercial-road East, Master Mariner. Feb 28. Conv. Reg March 28.
Wade, Thos Falkingham, North-rd, Forest-hill, Kent, Ship Broker. March 24. Conv. Reg March 25.
Watkins, Joseph, Northampton, Currier. March 15. Asst. Reg March 23.
Wheeler, Wm Hy, Romsey, Southampton, Grocer. March 16. Asst. Reg March 27.
Wild, Edwd, Geo Briggs, & Thos Briggs, Ramsbottom, Lancaster, Cotton Spinners. Feb 23. Conv. Reg March 25.
Williams, John, Lpool, Joiner. March 1. Comp. Reg March 25.
Williams, Saml Warren, Manch, Cigar Dealer. March 6. Comp. Reg March 28.
Wilson, Alf, Richd Francis Bowles, Wm Pascall Smithett, & Wm Julius Marshall, Mincing-lane, Merchants. Feb 27. Inspectorship. Reg March 27.

Wilson, John, King's Cliffe, Northampton, Grocer. March 1. Conv. Reg March 25.
Winstanley, Aaron Arrowsmith, Wigan, Lancaster, Builder. March 6. Asst. Reg March 25.

Bankrupts.

FRIDAY, March 24, 1865.

To Surrender in London.

Amies, Hy, Bear-lane, Southwark, Assistant to a Dealer in Fruit. Pet March 21. April 12 at 11. Drew, New Basinghall-st.
Bennett, Benj, Mildmay-st, Islington, Comm Agent. Pet March 20. April 11 at 11. Duncan, Basinghall-st.
Brain, Joseph, Prisoner for Debt, Hertford. March 16. April 12 at 2.
Brown, Jno Wm, Prisoner for Debt, London. March 15. April 19 at 11.
Canela, Juan, Prisoner for Debt, London. March 15. April 11 at 1.
Challenger, Chas Jas, Castle-rd, Kentish-town, Railway Clerk. Pet March 20. April 11 at 12. Reid, Bow-lane.
Chale, John, Market-row, Kingsland, General Dealer. Pet March 21. April 12 at 2. Chark, Coleman-st.
Clark, Thos, Southampton, Butcher. Pet March 21. April 12 at 2. Mackey, Southampton.
Clarke, Saml Forster, Prisoner for Debt, London. Pet March 20 (for pau). April 11 at 1. Dohe, Guildhall-chambers.
Coles, Edwd Geo, Acton-st, Gray's-inn-rd, Fret Cutter. Pet March 21. April 11 at 1. Pearce, Giltspur-st.
Crane, Stephen, Love-lane, Eastcheap, Wholesale Grocer. Pet March 20. April 12 at 2. Plews, Mark-lane.
Dackombe, Mary Ann. Prisoner for Debt, London. Adj March 18. April 10 at 1. Aldridge.
Duff, John Alfred French, Prisoner for Debt, London. Adj March 15. April 11 at 2.
Dunbar, Richd Geo, Geo Alderson, & Robt Garman, Budge-row, Cannon-st, Merchants. Pet March 16. April 19 at 1. Rooks, Coleman-st.
Fieller, Jacob, Prisoner for Debt, London. Adj March 15. April 19 at 1.
Gaine, Wm Edwd, Prisoner for Debt, London. Adj March 15. April 11 at 12.
Gardner, Thos, Prisoner for Debt, Northampton. Adj March 18. April 12 at 11. Aldridge.
Golding, Geo, Prisoner for Debt, London. Adj March 15. April 19 at 11.
Hardy, Hy Birrill Godwin, Prisoner for Debt, London. Pet March 20. April 12 at 11. Cole, Essex-st, Strand.
Hawkins, Jas, Alexandra-ter, New Cross. Comm Agent. Pet March 20. April 12 at 1. Leete, Gt Knight Rider-st,.
Hayton, John, Prisoner for Debt, London. Adj March 15. April 11 at 2.
Howell, Jas Ballantine, Park-cres, Stockwell, Railway Clerk. Pet March 20. April 12 at 2. Harrison & Lewis, Old Jewry.
Jones, Rees, Abingdon-villas West, no occupation. Pet March 22. April 11 at 1. Bailey, Tokenhouse-yd.
Leigh, Orlando Adolphus, Cheshire-st, Bethnal-green. Pet March 22. April 11 at 12. Hope, Ely-pl, Holborn.
Loder, Edwd, Lawrence Pountney-lane, Merchant. Adj March 15, April 19 at 11.
Maas, Jacob, Henry-st, Stepney, Journeyman Baker. Pet March 21. April 19 at 11. Olive, Lincoln's-inn.
Naish, Joseph Lionel, Brighton, Private Tutor. Pet March 20. April 10 at 12. Linklaters & Hackwood, Walbrook.
Nuthall, Fredk, King's Lynn, Norfolk, Grocer's Assistant. Pet March 20. April 11 at 1. Clowes & Hickley, King's Bench Walk.
Paxman, Robt Sparrow, Mile End-rd, Coach Maker. Adj March 15. April 19 at 12.
Phillips, Wm Augustus, Deptford Bridge, Greenwich, Beer Engine Manufacturer. Pet March 20. April 10 at 12. Buchanan, Basinghall-st.
Pitman, Edwd, Ledbury rd, Bayswater, Proprietor of Athenæum & Reading Rooms. Pet March 21. April 11 at 1. Doyle, Gray's-inn.
Regnault, Corroy, Prisoner for Debt, London. Adj March 15. April 11 at 2.
Rode, Ernst Hy, Newgate-st, Comm Agent. Pet March 22. April 19 at 11. Peek & Downing, Basinghall-st.
Sadler, Thos, Argyle-rd, Mile-end, out of business. Pet March 22. April 11 at 11. Turner, Whitechapel.
Salusbury, Eliza Parrot, Prisoner for Debt, London. Adj March 15. April 11 at 2.
Stead, Joseph, Watford, Herts, Bell Hanger. Pet March 20. April 10 at 1, Wells, Moorgate-st.
Stringer, Jas, Hayden's-lane, Wimbledon, Stonemason. Pet March 17. April 12 at 1. Hill, Basinghall-st.
Tanner, Thos, Upper Charlton-st, Fitzroy-sq, no occupation. Adj March 15. April 12 at 11.
Wilkinson, Robt, Prisoner for Debt, London. Adj March 18. April 10 at 1. Aldridge.
Windibank, Hy, Southampton, Furniture Warehouseman. Pet March 21. April 10 at 1. Mackey, Southampton.

To Surrender in the Country.

Anderson, John, Kingston-upon-Hull, Joiner. Pet March 22. Leeds, April 5 at 12. Hudson & Noble, Hull.
Baigent, Chas Alfred, Emsworth, Hants, out of business. Pet March 18. April 5 at 11. White, Fortsea.
Bedford, Jas Hy, Euston-rd, St Pancras, Coach Builder. Pet March 22. April 19 at 12. Hope, Ely-pl.
Beresford, Saml, Belper, Derby, Journeyman Mason. Pet March 18. Leeds, April 8 at 12. Leech, Derby.
Berrisford, Saml, Stockport, Chester, Ironfounder. Pet March 7. Manch, April 5 at 12. Slater & Barling, Manch.
Bird, Thos, Everton, Lpool, Beerseller. Pet March 18. Lpool, April 6 at 3. Thornley, Lpool.
Brown, Geo, Worcester, Innkeeper. Pet March 20. Lpool, April 3 at 12. Wright, Birm.
Carter, Hy, Birstall, York, Shoddy Manufacturer. Pet March 10. Dewsbury, April 7 at 11. Harle, Leeds.
Chadwick, Thos, Darlington, Durham, Builder. Pet March 20. Newcastle-upon-Tyne, April 10 at 12.30. Story & Bousfield, Newcastle-upon-Tyne.
Dewhurst, Roger, Tenge, Lancaster, Carter. Pet March 20. Bolton, April 5 at 10. Glover & Ramwell, Bolton.
Cockcroft, Hy, Mayroyd, York, Venetian Blind Maker. Adj March 11. Leeds, April 3 at 11.
Edmonds, John, Egremont, Chester, Comm Agent. Pet March 18. Birkenhead, April 7 at 12. Hindle, Lpool.
Finkell, Jno, Yarm, York, Innkeeper. Pet March 16. April 10 at 11. Cariss & Co, Leeds.
Fitchett, Enoch, Hulme, Manch, Butcher. Pet March 21. Salford, April 8 at 9·30. Leigh, Manch.
Fitzgerald, Wm Gerald, Lpool, Merchant. Pet March 21. Lpool, April 11 at 12. Anderson & Co, Lpool.
Froggatt, Elias, Birm, Coal Dealer. Pet March 21. Birm, April 10 at 10. Parry, Birm.
Harcourt, Jno, Windmill-st, Gravesend, Kent, General Dealer. Pet March 20. April 15 at 12. Layton, jun, Islington.
Hatton, Jas, Wharton, Grocer. Pet March 22. Northwich, April 12 at 2. Bent, Northwich.
Hebblethwaite, Jno, Holmfirth, Wooldale, Blacksmith. Pet March 6. Holmfirth, April 10 at 10. Booth, Holmfirth.
Hitchen, Wm, Cambridge, out of business. Pet March 17. Newmarket, April 4 at 11. York, Newmarket.
Hope, Hy, Daventry, Northampton, Ostler. Pet March 20. Daventry, April 5 at 10. Potts, Daventry.
John, Wm, Swansea, Glamorgan, Licensed Victualler. Pet March 15. Swansea, April 5 at 2. Morris, Swansea.
Jones, Abraham, Lpool, out of business. Pet March 22. Lpool, April 10 at 3. Jones, Lpool.
Leviours, Edwd, Derby, Dyer. Pet March 15 (for pau). Derby, April 4 at 12. Leech, Derby.
Locker, Joseph, Wardwick, Derby, Fishmonger. Pet March 20. Derby, April 4 at 11. Leech, Derby,
Magee, Patrick, Kingston-upon-Hull, Travelling Draper. Pet March 20. Kingston-upon-Hull, April 4 at 12. Noble, Hull.
Manning, John, Kingswinford, Stafford, Tailor. Pet March 21. April 5 at 12. James & Griffin, Birm.
Marcusey, Edwd, Lpool, Cap Manufacturer. Pet March 18. Lpool, April 5 at 3. Henry, Lpool.
Middleton, Joseph, Collingham, York, Publican. Pet March 22. Leeds, April 4 at 11. Mason, York.
Nott, John, Bampton, Devon, Mason. Pet March 21. Tiverton, April 4 at 11. Densham, Bampton.
Parkes, John, Birm, Iron Screw Manufacturer. Pet March 21. Birm, April 7 at 12. Wright, Birm.
Pearson, Joseph, Leeds, York, out of business. Pet March 21. Leeds, April 3 at 11. Simpson, Leeds.
Pownall, John, Mold, Flint, Confectioner. Pet March 20. Lpool, April 4 at 12. Evans & Co, Lpool.
Pratt, John, Luton, Gardener. Pet March 18. Luton, April 6 at 11. Bailey, Luton.
Pryce, Josiah, Oaklands, Carmarthen, District Manager of an Insurance Co. Pet March 21. Bristol, April 4 at 11. Whittington & Gribble, Bristol.
Richards, Geo, Maindee, Christchurch, Monmouth, out of business. Pet March 22. Newport, April 11 at 11. Graham, Newport.
Rowe, Wm Hy, Gt Torrington, Devon, Innkeeper. Pet March 21. Exeter, April 5 at 1. Clarke, Exeter.
Smith, John, Willenhall, Stafford, Greengrocer. Pet March 15. Wolverhampton, April 7 at 12. Bartlett, Wolverhampton.
Smith, John Hy, Yeovil, Somerset, Baker. Pet March 21. Yeovil, April 13 at 12. Fear, Sherborne.
Smith, Saml, Prisoner for Debt, Lancaster. Adj March 15. Lpool, April 4 at 3.
Spring, Jno, jun, Prisoner for Debt, Bedford. March 16. Biggleswade, April 5 at 4. Conquest & Co, Bedford.
Stagg, Thos Mitchell, Walkley, York, File Manufacturer. Pet March 21. Sheffield, April 6 at 1. Binney & Son, Sheffield.
Sydenham, Jno, Newport, Dressmaker. Pet March 21. Newport, April 11 at 11. Graham, Newport.
Walter, Wm, Hayne Barton, Devon, Farmer. Pet March 13. Exeter, April 5 at 12.30. Daw & Son, Exeter.
Whitehouse, Jacob, Dudley, Worcester, Timber Dealer. Pet March 20. Dudley, April 17 at 11. Lowe, Dudley.
Williams, Wm Winton, Lpool, Grocer. Pet March 20. Lpool, April 7 at 3. Roose, Lpool.
Wilson, Joseph, Cleckheaton, York, Shoddy Manufacturer. Pet March 17. Leeds, April 3 at 11. Yewdall, Leeds.
Wood, Thos, Ipswich, Suffolk, Tar Distiller. Pet March 20. Ipswich, April 3 at 11. Pollard, Ipswich.

TUESDAY, March 28, 1865.

To Surrender in London.

Anderson, Jas Turner, Sherborne-lane, Sack and Bag Maker. Pet March 23. April 13 at 11. Terry, King-st, Cheapside.
Atkins, Hy, Sutton, Surrey, Lime Burner. Pet March 22. April 12 at 12. Michael, Barge-yd, Bucklersbury.
Beetson, Sarah, Prisoner for Debt, London. Adj March 18. April 26 at 1.
Bell, Robt, Norwich, Watchmaker. Pet March 22. April 26 at 11. Sole & Co, Aldermanbury, and Miller & Co, Norwich.
Blower, Hy, Bushey, Hertford, Baker. Pet March 23. April 19 at 12. Miller & Miller, Sherborne-lane.
Braim, Joseph, Prisoner for Debt, Hertford. Adj March 16. April 12 at 2.
Bryant, Thos, Prisoner for Debt, Maidstone. Adj March 20. April 13 at 12.
Burns, Wm, Aldershot, Southampton, Military Outfitter. Pet March 23. April 12 at 12. Shiers, New-inn, Strand.
Chate, John, Market-row, Kingsland, General Dealer. Pet March 21. April 12 at 2. Chalk, Coleman-st.
Chatwin, Wm Brown, Prisoner for Debt, London. Pet March 23 (for pau). April 13 at 11. Atkinson, High Holborn.
Cohen, Morris Hy, Birm, Commercial Traveller. Pet March 24. April 13 at 12. Linklaters & Co, Walbrook.
Coker, Wm, Prisoner for Debt, London. Pet March 22 (for pau). April 13 at 11. Hope, Ely-pl.
Cooke, Francis, Milton Bryant, Woburn, Beds, Farm Bailiff. Pet March 27. April 13 at 1. Harrison & Co, Old Jewry.

Coomber, Hy, Prisoner for Debt, Maidstone. Adj March 20. April 19 at 2.
Cooper, Saml, Woolwich, Grocer. Adj March 20. April 12 at 1. Aldridge.
Cuckney, Thos, Prisoner for Debt, Maidstone. Adj March 20. April 13 at 12. Aldridge.
Currell, Jas, Merton-rd, Wimbledon, Block Cutter. Pet March 24. April 12 at 12. Parry, Croydon.
Foster, John Boutcher, Essex, Farmer. Pet March 23. April 12 at 12 Branwell, Basinghall-st.
Green, Danl, jun, Stradford-house, Newland-st, Kensington, Brick Agent. Pet March 20. April 12 at 2. Breden, Copthall-ct.
Griffith, Anne Susannah, Baker-st, Portman-sq, Spinster. Pet March 24. April 26 at 12. Johnson, Clifford's-inn.
Harding, Hy, Salisbury, Wilts, Baker. Pet March 25. April 26 at 1. Piesse, Albany-rd, Camberwell.
Hogarth, Albert Geo, Prisoner for Debt, London. Pet March 23 (for pau). April 12 at 2. Roberts & Co, Bucklersbury.
Holderness, Edwin, Aldershott, Hants, out of business. Pet March 23. April 12 at 11. Clarke, St Mary's-sq, Paddington.
Holmes, Hy, Prisoner for Debt, London. Adj March 18. April 26 at 1.
Holt, Chas, St Alban's, Herts, Tailor. Pet March 17. April 13 at 1. Plunkett, Milk-st.
Morris, Geo, & Chas Theodore Purslow, Upper King-st, Holborn, Tailors. Pet March 6. April 12 at 1. Dalton, Bucklersbury.
Morton, Jas, Woolwich, Grocer. Adj March 20. April 12 at 1. Aldridge.
Neale, Dorset Palmer, Canterbury-row, Kennington-rd, Attorney. Pet March 24. April 12 at 1. Terry, King-st, Cheapside.
Normanby, Alf Mackenzie, Prisoner for Debt, Maidstone. Adj March 20. April 19 at 2.
Partridge, John, Prisoner for Debt, London. Pet March 23 (for pau). April 23 at 1. Bramwell, Basinghall-st.
Peed, John Saml, Peterborough, Northampton, Builder. Pet March 23. April 12 at 1. Nethersole & Speechley, New-inn, Strand.
Phillips, Robt, Prisoner for Debt, London. Pet March 24 (for pau). April 26 at 12. Hope, Ely-pl.
Portlock, John, jun, Johnson-st, Shadwell, Carman. Pet March 24. April 13 at 12. Digby & Sharp, Circus-pl, Finsbury-circus.
Price, John, Prisoner for Debt, London. Pet March 22 (for pau). April 12 at 1. Hope, Ely-pl.
Smith, Chas Thos, Gravesend, Waterman Pilot. Pet March 24. April 12 at 1. Hope, Ely-pl.
Smith, Pillett, Howard-rd, Stratford, Essex, out of business. Pet March 25. April 12 at 2. Pope, Winchester-house, Old Broad-st.
Sopp, Edmund, Prisoner for Debt, London. Adj March 18. April 13 at 12.
Taylor, Joseph Thos, Prisoner for Debt, London. Pet March 22 (for pau). April 19 at 2. Hope, Ely-pl.
Thomas, Geo, Gt Union-st, Newington-causeway, out of business. Pet March 24. April 26 at 11. Johnson, Clifford's-inn.
Williams, Wm, Cheriton, Hants, Tailor. Adj March 16. April 12 at 11. Aldridge.
Witte, Francis Victor Hugo, Prisoner for Debt, London. Pet March 23. April 19 at 2. Moss, Gracechurch-st.
Woods, Joseph Thos, Fenchurch-st, Debt Collector. Adj March 20. April 19 at 2.

To Surrender in the Country.

Ayers, John Thos, Bolton, Lancaster, Chapel Keeper. Pet March 25. Bolton, April 10 at 10. Broadbent, Bolton.
Barber, Joseph, Farnham, Surrey, Ostler. Pet March 22. Farnham, April 7 at 12. Eve, Aldershot.
Barnard, Geo, Wymondham, Norfolk, Saddler. Pet March 22. Wymondham, April 13 at 2. Sadd, Norwich.
Batten, Saml, Prisoner for Debt, Leicester. Pet March 22 (for pau). Leicester, April 8 at 10. Rawlins, Market Harborough.
Bellamy, Chas, Eakring, Nottingham, Boot and Shoe Maker. Pet March 22. Newark, April 5 at 12. Ashley, Newark-upon-Trent.
Berrey, Thos Hope Green, Sedgley Bank, Lancaster, Clerk. Pet March 25. Manch April 26 at 12. Higson & Robinson, Manch.
Brown, Albert Titus, Manch, Beer Retailer. Pet March 23. Salford, April 8 at 9.30. Boote & Co, Manch.
Clough, Hy, Bradford, York, Bookseller. Pet March 23. Leeds, April 10 at 11. Terry & Watson, Bradford, and Bond & Barwick, Leeds.
Cruickshank, Saml Hannah, Lpool, out of business. Pet Feb 21. Lpool, April 10 at 3. Campbell, Lpool.
Davies, David, Merthyr Tydfil, Glamorgan, Cabinet Maker. Pet March 23. Merthyr Tydfil, April 10 at 11. Pickering, Merthyr Tydfil.
Hall, Thos, Prisoner for Debt, Gloucester. Adj March 17. Gloucester, April 7 at 12.
Halloran, Michael, Bury, Lancaster, Smallware Dealer. Pet March 23. Bury, April 12 at 9. Anderton, Bury.
Healey, Wm, & Thos Fearnley, Dewsbury, York. Pet Dec 5. Dewsbury, April 7 at 11. Harle, Leeds.
Hobson, Jas, Blue Pits, nr Rochdale, Lancaster, Builder. Pet March 23. Manch, April 7 at 11. Grundy & Co, Manch.
Homer, Thos Douglas, Lower Broughton, nr Manch, Attorney's Clerk. Adj March 13. Manch, April 8 at 9.30. Eltoft, Manch.
Hooson, Edwd, Flint, Grocer. Adj March 13. Flint, April 18 at 12. Davies, Holywell.
Hughes, John, Prisoner for Debt, Carnarvon. Adj March 20. Carnarvon, April 3 at 11. Roberts, St. Asaph.
Hunt, John Wm, Frimley, Surrey, Innkeeper. Pet March 22. Farnham, April 7 at 12. Eve, Aldershot.
Johnston, Geo, Carnarvon, Comm Agent. Pet March 24. Lpool, April 8 at 12. Evans & Co, Lpool.
Jones, Thos, Rhyde, Flint, out of business. Pet March 25. Lpool, April 8 at 11. Best, Lpool.
Jordan, Robt, Truro, Cornwall, Tailor. Pet March 24. Truro, April 8 at 4. Marshall, Truro.
Kearsley, Thos, Kilnhurst, Rotherham, York, Miller. Pet March 21. Rotherham, April 17 at 10. Marsh & Co, Rotherham.
Lanfear, Wm Alfred, Newport, Monmouth, Grocer. Pet March 25. Bristol, April 10 at 11. Bradgate, Bristol.
Laycock, Jas, Otley, York, Plasterer. Pet March 20. Otley, April 13 at 11. Siddall, Otley.
McCulloch, Alex, & Robt Darley, Lpool, Provision Merchant. Pet March 27. Lpool, April 12 at 11. Gregory & Co, Lpool.
Mayer, Obadiah, Yoxall, Stafford, Cattle Dealer. Pet March 22. Lich field, April 7 at 10. Wilson, Lichfield.
Morris, Francis, Claverley, Shropshire, out of business. Pet March 23. Bridgnorth, April 8 at 11. Thurstans, Wolverhampton.
Penn, Geo, Northampton, Shopkeeper. Pet March 29. Northampton, April 15 at 10. Becke & Son, Northampton.
Penny, Joseph Hirst, Manch, Hairdresser. Pet March 24. Manch, April 11 at 9.30. Bennet, Manch.
Phillips, John, Stockton-on-Tees, Shoemaker. Pet March 24. Stockton-on-Tees, April 8 at 11. Thompson, Stockton-on-Tees.
Plumpton, John, Lincoln, Coal Porter. Pet March 25. Lincoln, April 10 at 11. Brown & Son, Lincoln.
Powers, Geo, Westbromwich, Tailor. Pet March 17. Birm, April 13 at 12. Atkinson & Co, Manch, and Rawlins & Rowley, Birm.
Ratcliffe, John, Manch, Operative Braid Manufacturer. Pet March 23. Manch, April 11 at 9 30. Cobbett & Wheeler, Manch.
Redman, Wm, Luddenden Foot, Halifax, out of business. Pet March 23. Halifax, April 10 at 10. Holroyde, Halifax.
Read, John, Yalding, Kent, Carpenter. Pet March 21. Maidstone, April 5 at 11. Morgan, Maidstone.
Rogers, Edwd Palmer, Pontefract, York, Printer. Pet March 24. Leeds, April 10 at 11. Carter, Pontefract, and Bond & Barwick, Leeds.
Rooke, Alex Huddy, Probus, Cornwall, Brewer. Pet March 25. Exeter, April 7 at 1. Hodge & Co, Truro, and Daw & Son, Exeter.
Rowe, John, Devonport, Devon, Shirt Manufacturer. Pet March 27. Exeter, April 8 at 12.30. Edmonds & Sons, Plymouth, and Floud, Exeter.
Sheppard, Benj, Manch, Bricklayer. Pet March 23. Manch, April 11 at 9.30. Gardner, Manch.
Smallcombe, Wm, Weymouth, Dorset, Timber Merchant. Pet March 27. Exeter, April 7 at 1.30. Miller, Bristol,
Smith, John, Birm, Carpenter. Pet March 17. Birm, April 10 at 10. Allen, Birm.
Stephens, Jas, Tregony, Cornwall, Miller. Pet March 25. Exeter, April 7 at 1. Chilcott, Truro, and Pitts, Exeter.
Taylor, Saml, Wolverhampton, Baker. Pet March 24. Wolverhampton, April 10 at 12. Stratton, Wolverhampton.
Teather, Edwd, Lincoln, Cordwainer. Pet March 23. Lincoln, April 6 at 11. Brown & Son, Lincoln.
Trewolla, John, Birm, out of business. Pet March 23. Birm, April 10 at 10. East, Birm.
Turtle, John, Wanborough, Wilts, Trader. Adj March 18. Swindon, April 18 at 10.
Upton, Jane Worthington, Salford, Lancaster, Provision Dealer. Pet March 25. Salford, April 8 at 9.30. Leigh, Manch.
Watkins, Geo Thos, Lawrance-hill Nursery, St George, out of business. Pet March 20. Bristol, April 7 at 12. Clifton & Co.
Williams, Jas, Bishton, Monmouth, Tailor. Pet March 24. Newport, April 11 at 11. Goodere, Newport.
Williams, Joseph Davey, Plymouth, out of business. Pet March 24. East Stonehouse, April 12 at 11. Gidley, Plymouth.

BANKRUPTCIES ANNULLED.

FRIDAY, March 24, 1865.

Hayden, Wm Liles, Bishops Stortford, Hertford, Tailor. March 22.

TUESDAY, March 28, 1865.

Steer, Jas, & Stephen Steer, Oxford-st, Bedstead and Bedding Manufacturers. March 24.

LAW REPORTING.—The Council of Law Reporting, having issued an address to both branches of the legal profession, inviting subscriptions to their scheme, it may fairly be assumed that there is a probability of that scheme being carried out. The Editor of NOTANDA is therefore desirous of stating to his subscribers and the profession generally what alteration the scheme, if carried out, will make in the NOTANDA. According to the scheme, the proposed Reports are to come out in monthly parts; the Editor of NOTANDA therefore intends to note every case reported in those Reports from them, and all other cases of the least importance from any other continuing series of reports. By this means, those gentlemen who may take the proposed new series, will have not only complete and ready notes of cases in the new series, but also be kept *au courant* with many cases not therein reported; and those gentlemen who may not take the new series will be able to give the proper references to the cases in the new series, which, it is thought, will be a great convenience, particularly for country practitioners.

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V. Geffroy, Esq., Notaire.
V. Nas, Esq., Avocat.
E. Icery, Esq., President of the Chamber of Agriculture.

BANKERS—The Oriental Bank, Port Louis.

MEDICAL COUNCIL—Le Docteur Pastourel, Port Louis; Le Docteur Rogers, Port Louis.

GENERAL DIRECTOR—M. Le Comte de Suzainnecourt, 15, Rue de la Reine, Port Louis.

Medical Officers in London.

Frederic Bird, Esq., M.D., F.R.C.P.E., No. 13, Grosvenor-street, London; Thomas B. Crosby, Esq., M.D., F.R.C.S., 23, Finsbury-place, and 13, Fenchurch-street, London; Daniel Wane, M.D., M.R.C.P., 20, Grafton-street, Bond-street.

Medicins Consultants a Paris.

Le Professeur Trousseau, Rue Caumartin, 7; Le Docteur Barth, Medecin de l'Hotel Dieu, 7 bis, Rue des Saintes Pères.

Conseil Medical a Paris.

Le Docteur Higgins, Chevalier de la Legion d'Honneur, Rue de Rivoli, 212; Le Docteur Leclere, Rue Joubert, 35; Le Docteur Portefaix, Medecin en Chef de la Manufacture Imperiale des Tabacs, Rue de Rivoli, 47.

Bankers.

The London and Westminster Bank, Lothbury, London; the National Provincial Bank of England, and branches; the North and South Wales Bank, Liverpool, and branches.

Brokers.

Francis Burnand, Esq., County-chambers, Cornhill, London; Messrs. G. & T. Irvine, 7, India-buildings, Liverpool; E. H. Lancashire, Esq., 2, Victoria-street, Manchaster; E. J. Sayce, Esq., Corn-street, Bristol.

Solicitors.

Messrs. Edwards & Co., Delahay-street, Westminster; Messrs. Hancock, Sharp, & Hales, 25, Birchin-lane, E.C.; Messrs. Littledale, Ridley, & Bardswell, Liverpool.

Manager.

CHARLES C. GREEN, Esq.

Temporary Offices.

No. 60, KING WILLIAM-STREET (OPPOSITE EASTCHEAP), LONDON, E.C.; 5, RUE DE L'ECHELLE, PARIS.

ABRIDGED PROSPECTUS.

1. This Company was established last year for the purpose of extending the benefits of life, fire, and guarantee business generally, throughout Great Britain, France, Europe, India, the colonies, and other parts of the world, and to offer greater facilities for effecting the same at such reasonable rates as experience has found to be safe and practicable. The Company having already done a large amount of business in this country, and established influential Boards in Paris, Florence, and the Mauritius, with a thousand active agents throughout France, they now come before the public for the purpose of still further extending their operations at home and abroad.

2. Life Assurance is the most beneficent institution ever established by man, and is making great progress in this country; while on the Continent its advantages are beginning to attract attention; the present is, therefore, a most favourable time for this Company to establish its business throughout Europe, and as its policies are indisputable except for fraud, there is no doubt it will succeed.

3. The profits will be divided among the shareholders by paying 5 per cent. half-yearly, all the profits of the general business yearly, and 20 per cent. of the life profits as a bonus every five years. This liberal division of profits will, it is believed, make the shares in this Company very valuable.

4. FIRE INSURANCE.—The question of the reduction of duty on fire policies having been settled by the House of Commons, it is expected that Mr. Gladstone will reduce the duty to 1s. per cent. immediately, which will give such an impetus to this description of business, that the revenue will not suffer, while the benefit to this Company by the introduction of new business will be immense.

5. GUARANTEE.—A liberal and extended system of guarantee has long been felt as a commercial necessity, which this Company proposes to supply, and by good management, it will no doubt secure the support of the commercial world.

6. The influential Councils of administration already established in Paris, Florence, and the Mauritius, with those now in course of formation in the chief States of Europe, will, it is believed, enable this Company, not only to extend the business of life and fire insurance, but also place it in a position to negotiate concessions of works of public utility, and to assist States and individuals in the development of their resources, by introducing sound and beneficial undertakings to capitalists and finance companies in this and other countries.

7. Part of the capital of this Company having been subscribed last year, the Directors commenced business, and thus tested the promises of support made from various quarters. The result was the receipt of 1,272 proposals, amounting to £1,034,431, which they consider most satisfactory; and having established various agencies and councils of administration on the Continent, and having also received offers of business from other quarters, they now feel justified in offering the remaining shares to the public, as the present business will pay a fair rate of interest, while the increase they have a right to expect will make the shares a safe and valuable investment.

8. In the event of no allotment of shares being made, the deposit will be returned in full. Should a less number of shares be allotted than are applied for, the deposit will be made available towards the payment due on allotment, and the balance, if any, returned to the applicant.

Prospectuses and forms of applications for shares may be made to the Solicitors, the Bankers, Brokers, and to the Manager, at the Offices of the Company, No. 60, King William-street (opposite Eastcheap), London.

FINANCIAL INSURANCE COMPANY (Limited).—NOTICE is HEREBY GIVEN that the LIST of APPLICATIONS for SHARES in this Company will CLOSE on FRIDAY 7th APRIL, for London, and on SATURDAY 8th APRIL, for the country.

C. C. GREEN, Manager.

60, King William-street, 30th March, 1865.

THE GUARDIAN FIRE AND LIFE ASSURANCE COMPANY.

ESTABLISHED 1821.

No. 11, LOMBARD STREET, LONDON, E.C.

SUBSCRIBED CAPITAL TWO MILLIONS.

Total Invested Funds upwards of £2,750,000.

Total Income upwards of £315,000.

Notice is hereby given that FIRE POLICIES, which expire at Lady-day, must be renewed within Fifteen Days at this Office, or with the Company's Agents, throughout the Kingdom, otherwise they become void. All insurances upon Stock-in-Trade, &c., now have the benefit of the Reduced Duty of 1s 6d. per Cent. For prospectuses and other information apply to the Company's Agents, or to T. TALLEMACH, Secretary.

ACCIDENTS to Life or Limb, in the Field, the Streets, or at Home, provided for by a Policy of the RAILWAY PASSENGERS' ASSURANCE COMPANY, 64, Cornhill, London, E.C.

Compensation has been paid for 10,000 Claims.

£1,000 in case of Death.

£6 per week while laid up by Injury, secured by an Annual Payment of from £3 to £5 5s.

For particulars apply to the Clerks at the Railway Stations, to the Local Agents, or at the Offices, 64, CORNHILL, and 10, REGENT-STREET.

W. J. VIAN, Secretary.

COUNTY FIRE OFFICE, No. 50, REGENT-STREET, and No. 14, CORNHILL, LONDON.

ESTABLISHED 1806.

CAPITAL, £700,000.

Returns paid to Insured, £287,223. Claims paid since the Establishment of the Office, £1,348,975.

TRUSTEES AND DIRECTORS.

The Hon. Arthur Kinnaird, M.P.	Henry B. Churchill, Esq.
Sir Richard D. King, Bart.	Richard Dawson, Esq.
Sir G. E. Welby Gregory, Bart.	The Rev. Humphrey W. Sibthorp.
Samuel Veasey, Esq.	Frederick Squire, Esq.

&c., &c., &c.

MANAGING DIRECTOR.—John A. Beaumont, Esq.

The Rates of Premium charged by the County Fire Office are upon the lowest scale consistent with security to the Insured.

All Losses are settled with promptitude and liberality.

When a Policy has existed Seven Years, a RETURN of 25 per cent. on one-fourth of the Premiums paid, is declared upon such Policies.

The Return thus paid at the present time amount to £297,842

The following Table contains the Names of some of the Policy Holders who have participated in these Returns:—

Policy No.	Name and Residence of Insured.	Bonus. £ s. d.
138,142	W. F. Riley, Esq.	464 1 0
156,308	Messrs. Broadwood, Golden-square	169 7 9
114,163	W. T. Copeland, Esq., New Bond-street	83 2 6
156,784	Major-General Vyse, Stoke-place, Slough	70 14 10
143,872	Peter Thompson, Esq., Frith-street, Soho	63 9 1
99,218	Sir James J. Hamilton, Bart., Portman-square	63 0 0
139,634	John Amor, Esq., New Bond-street	56 14 0
69,699	Lady Jane Rodd, Wimpole-street	47 0 6
257,954	The Rt. Hon. Earl Howe, Gopsall Hall, Leicestershire	40 15 0
49,024	The Rev. C. Barter, Sarsden, Oxon	39 5 3
350,497	J. H. Hamilton, Esq. M.P., Abbotstown, Dublin	29 17 4
81,118	Edward Thornton, Esq., Princes-street, Hanover-square	28 14 0

CHARLES STEVENS, Secretary.

COMMISSION.—The usual Commission of 5 per cent. upon New Policies and Renewals, is allowed to Solicitors and other Professional Gentlemen introducing business to the County Fire Office.

PROVIDENT LIFE OFFICE, No. 50, REGENT-STREET, LONDON, W.

ESTABLISHED 1806.

Invested Capital, £1,660,447.

Annual Income, £196,956.

Bonusses Declared, £1,451,157.

Claims Paid since the Establishment of the Office, £3,736,600.

President.—THE RIGHT HONOURABLE EARL GREY.

The Profits (subject to a trifling deduction) are divided among the Insured.

Examples of Bonuses added to Policies issued by THE PROVIDENT LIFE OFFICE.

No. of Policy.	Date of Policy.	Annual Premium. £ s. d.	Sum Insured. £	Amount with Bonus additions. £ s. d.
4,718	1823	194 15 10	5,000	10,632 14 2
3,924	1821	165 4 2	5,000	10,164 19 0
4,937	1824	205 13 4	4,000	9,637 2 2
2,946	1818	184 7 6	5,000	9,254 13 5
5,795	1825	157 1 8	5,000	9,253 5 10
2,027	1816	122 13 4	4,000	8,576 11 2
3,944	1821	49 15 10	1,000	2,498 7 6
788	1808	29 18 4	1,000	2,327 13 5

JOHN HODDINOTT, Secretary.

The next Division of Profits will take place in April, 1868. Policies effected before the 1st January, 1866, will be entitled to share in this division.

COMMISSION.—The usual Professional Commission of 10 per Cent. upon the First Premium, and 5 per Cent. upon Renewals, is allowed to Solicitors and others, and continued to be paid to the party introducing the Assurance.

THE CREDIT FONCIER AND MOBILIER OF ENGLAND

(LIMITED),

IN CONJUNCTION WITH

THE IMPERIAL MERCANTILE CREDIT ASSOCIATION

(LIMITED),

ARE PREPARED TO RECEIVE SUBSCRIPTIONS FOR THE CAPITAL OF THE

MILLWALL FREEHOLD LAND & DOCKS COMPANY

(Incorporated by Special Act of Parliament, 27 and 28 Vict. cap. 255, 25th July, 1864, under the title of the Millwall Canal Company).

THE LIABILITY OF THE SHAREHOLDERS IS LIMITED TO THE AMOUNT OF THEIR SHARES.

Interest during construction is guaranteed at 7 per cent. per annum upon the fully paid-up Shares, and at 6 per cent. upon those paid by instalments. Interest payable half-yearly, on 31st March and 30th September in each year.

CAPITAL, £510,000, IN £25,500 SHARES OF £20 EACH.

WITH THE USUAL DEBENTURE POWERS.

Deposit, £1 per Share on Application, and £4 on Allotment.

Calls not to exceed £2 10s. per Share, and not to be made at intervals of less than three months.

Directors.

SIR JAMES DALRYMPLE ELPHINSTONE, Bart., M.P., Chairman.
WILLIAM LEE, Esq., M.P., Director of the London and County Bank, Deputy-Chairman.
JAMES CHILDS, Esq., Director of the Credit Foncier and Mobilier of England (Limited).
NATHANIEL J. FENNER, Esq. (Messrs. N. J. & H. Fenner) Millwall.
W. INNES, Esq., C.E., Bankside, Southwark, and Field-place, Horsham, Sussex.
JAMES LEVICK, Esq., Deputy-Governor of the Credit Foncier and Mobilier of England (Limited).
J. MACKRILL SMITH, Esq., Director of the Credit Foncier and Mobilier of England (Limited).
F. G. WESTMORLAND, Esq., Director of the Imperial Mercantile Credit Association (Limited).

Bankers.

Messrs. GLYN, MILLS, CURRIE, & Co., 67, Lombard-street, E.C.

Engineers.

JOHN FOWLER, Esq., C.E., Queen-square-place, Westminster, Engineer-in-Chief.
W. WILSON, Esq., C.E., Queen-square, Westminster.

Solicitors.

Messrs. HARGROVE, FOWLER, & BLUNT, 3, Victoria-street, Westminster.

Brokers.

Messrs. LAURENCE, SON, & PEARCE, 7, Angel-court, Throgmorton-street.

Secretary.

H. T. ROBINSON, Esq.

TEMPORARY OFFICES—17 and 18, CORNHILL, E.C.

This Company is incorporated for the purpose of supplying, under circumstances peculiarly advantageous to the Shareholders, the great demand for wharves, sites for manufactories, ship-building yards, and graving docks within the port of London, which the natural increase of trade, combined with the removal of existing water frontage by the formation of the Thames Embankment and other metropolitan improvements, has created.

This company is incorporated by a special Act of Parliament passed last session, by which it obtained power to acquire a large tract of land at Millwall, consisting of upwards of 198 acres of freehold land adjoining the East and West India Docks. This land will be rendered available for the purposes above mentioned, by the construction within its area of large docks or basins, with access for the largest vessels both from Blackwall and Limehouse Reaches; so that the deep water frontage thus created by the works will become immediately valuable in the highest degree for wharves, granaries, manufactories, ship-building yards, and similar purposes; and, from the water being always kept at high level, the saving of time and cost in all operations of lighterage, loading and unloading, which may be effected without respect to tides, will render this site far more valuable than land abutting on the Thames itself.

The proposed works will also include the construction of public graving docks of the largest dimensions, capable of receiving vessels of even greater size than H.M. iron-clad ship Warrior, and of accommodating H.M. frigate Northumberland, now building on the premises of the Millwall Iron Works, immediately adjoining this company's property. It is a remarkable fact that for the immense mercantile fleet of the port of London, there is but one public graving dock on the Thames of sufficient capacity to take in a vessel of even ordinary dimensions. All the other graving docks are in the hands of private builders who require to execute the works and repairs themselves; and it is therefore not unusual for ships to be sent from the Thames to Southampton, and even to Liverpool, to be docked for repairs.

From the circumstance of the area proposed to be occupied lying, on an average, about ten feet below high water mark, the works will be executed with unusual facility; the material excavated being used to raise the adjoining land to a convenient level above high water.

The main roads which traverse the site of the proposed works afford good access to them; and application is being made to Parliament in the present session by the Blackwall Railway Company for an extension of the Blackwall and North London railway systems, by which direct railway communication will be afforded for the whole of the company's works, wharves, and docks, with the entire railway system of England.

As a land company, the present undertaking has enormous advantages from the unusually ample powers granted by its special Act of Parliament, by means of which it will become possessed, after appropriating about fifty-six acres for the docks and graving docks, of upwards of 140 acres, with a water frontage of more than 10,000 feet, and from 400ft. to 800ft. in depth—the whole of which, on completion of the docks, will become immediately available for letting on building leases at freehold ground rents. Besides this source of revenue, estimated to produce upwards of £50,000 per annum, the company will also derive a further large income of about £40,000 per annum, the rents of the graving docks, and from dues and charges from the docks, basins, wharves, &c., making a total estimated revenue of £90,000 per annum.

In calculating the estimate of dividends, very much will depend upon the mode found most practicable in dealing with the income of the company; if the ground-rents should be capitalised and sold as they accrue, and taking them at thirty years' purchase, it is estimated that, within a period of five years, the capital, including the additional amount intended to be applied for to complete the works, will have been repaid, with a bonus of upwards of 75 per cent., and the revenue of the docks, and royalties, and dues, still be available for dividend to the shareholders—should, however, the whole rentals and revenues be maintained in hand, a dividend (after providing for expenses, interest on debentures, &c.), may fairly be looked for at the rate of 10 per cent. per annum, and when it is considered that the greater part of this is from freehold ground-rents, the valuable description of the property this company possesses will be at once apparent.